



Agenda

City Council Regular Session

Monday, August 11, 2025 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. Council Member Shelton Ponder

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

VI. Meeting Schedule

VII. Consent Agenda

- A. Resolution approving a temporary event liquor license for Historic Downtown Liberty, Inc. (HDLI) for the Old High School Reunion event on September 20, 2025
- B. Resolution approving a temporary event liquor license for the St. James Catholic School annual fundraiser event at St. James Church, 309 S. Stewart Road, Liberty, MO on October 25, 2025

VIII. Public Hearings

IX. Ordinances, Contracts and Resolutions

- A. Ordinance acknowledging vendor payments for the period of July 18, 2025 to August 1, 2025
- B. Ordinance approving an agreement for the purchase of Decision Blue software for process changes and chemical adjustments at the water treatment plant from Fontus Blue in an amount not to exceed \$20,000.00
- C. Ordinance amending Ordinance No. 12083 approving a change order with Black & McDonald, LLC by increasing the contract amount by \$28,916.90 from an amount of \$45,562.40 to \$74,479.30 for traffic signal upgrades at South Wales Street and South Withers Drive
- D. Ordinance amending Ordinance No. 11149 with Public Consulting Group, Inc. and the City of Liberty for 2019 GEMT consulting services to expand the scope of services to include the MCO program in an amount not to exceed \$18,000.00
- E. Ordinance approving a contract for service with JCI Industries, Inc. for the installation of Kubota membranes for MBT 2 in an amount not to exceed \$700,000.00

- F. Ordinance amending Ordinance No. 11951, approving a contract with the Mid-America Regional Council pertaining to senior services, by approving amendment #3, increasing the set maximum reimbursement rates from a period of July 1, 2024 through June 30, 2026
 - G. Ordinance amending Ordinance No. 11952, approving a contract with the Mid-America Regional Council pertaining to certain senior transportation services, by approving Amendment No. 1, setting the maximum reimbursement rates from a period of July 1, 2024, through June 30, 2026
 - H. Ordinance approving a collective bargaining agreement between the City of Liberty, Missouri and Local No. 3808 International Association of Firefighters
 - I. Ordinance amending Chapter 22, 'Offenses - Miscellaneous' of the Code of the City of Liberty, Clay County, Missouri
 - J. Ordinance approving an agreement with Central Jackson County Fire Protection District to provide continuing education units for the City's Emergency Medical Technician-Paramedics and Emergency Medical Technician-Basics in an amount not to exceed \$12,000.00
 - K. Ordinance approving an agreement with Life Scan to provide annual Fire Department physicals in an amount not to exceed \$28,620.00
 - L. Ordinance of the City of Liberty, Missouri adopting a procedure for considering redevelopment plans and tax abatement or exemption pursuant to Chapter 353 of the revised statutes of Missouri
 - M. Ordinance amending Ordinance No. 12095 approving a change order with Inco USA, LLC for the City of Liberty Project 25-002 2025 concrete flatwork replacement project, increasing the contract amount by \$9,476.98 from an amount of \$186,085.26 to \$195,562.24
 - N. Resolution accepting the 2025 concrete flatwork replacement project with Inco USA, LLC
- X. Other Business**
- XI. Citizens' Participation**
- XII. Miscellaneous Matters from City Administrator**
- XIII. Miscellaneous Matters from Mayor and City Council**
- XIV. Adjournment**

[For ADA access to City Hall, please use the Kansas Street entrance.](#)



CITY COUNCIL ACTION REPORT

Meeting Date: August 11, 2025

A/R No.: 2025-252

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: Resolution approving a temporary event liquor license for Historic Downtown Liberty, Inc. (HDLI) for the Old High School Reunion event on September 20, 2025

Summary:

Temporary event liquor license for Historic Downtown Liberty, Inc. (HDLI) event on the square.

Background:

In 2003, the City Code was amended, adding a temporary liquor license for events of short duration (7 days or less). Patterned after the State's license, this temporary liquor license allows any church, school, civic, service, fraternal, veteran, political or charitable club or organization to sell or serve alcohol, upon approval of the license by the City Council.

Historic Downtown Liberty, Inc. (HDLI) has applied for a temporary liquor license to serve alcohol at the Old High School Reunion to be held on September 20, 2025, from 4 p.m. to 10 p.m., on the square. Because the public will have access to the event, State statute and City ordinance require a license. The necessary certificate of liability insurance and authorization letter have been provided by the applicant. The application and necessary certificate of liability insurance have been reviewed by the appropriate staff and approval is recommended.

The City Code requires all paid employees of a business with a liquor license to obtain liquor dispensing permits. Unpaid staff are exempt from this requirement. It is the responsibility of the applicant to ensure that all individuals working with alcohol and consuming alcohol at the event meet age and other requirements.

Council approval and a state license must be in place before the City issues its temporary liquor license.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. RESOLUTION HDLI Old High School Reunion

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE
FOR HISTORIC DOWNTOWN LIBERTY, INC. (HDLI) FOR THE OLD HIGH SCHOOL
REUNION EVENT ON SEPTEMBER 20, 2025

WHEREAS, a temporary event liquor license application has been duly and properly presented to City Council; and

WHEREAS, the City Council finds that the application duly conforms to the standards and requirements of Chapter 3, Liberty Code of Ordinances, as amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a temporary event liquor license is hereby approved for issuance to Historic Downtown Liberty, Inc. (HDLI) for the Old High School Reunion event on Saturday, September 20, 2025, with the following stipulation:

1. No license shall be issued by the City until proof is provided of the State of Missouri having issued a temporary liquor license for the same event.

PASSED by the City Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK



CITY COUNCIL ACTION REPORT

Meeting Date: August 11, 2025

A/R No.: 2025-256

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: Resolution approving a temporary event liquor license for the St. James Catholic School annual fundraiser event at St. James Church, 309 S. Stewart Road, Liberty, MO on October 25, 2025

Summary:

Temporary event liquor license for St. James Catholic School annual fundraiser at St. James Church.

Background:

In 2003, the City Code was amended, adding a temporary liquor license for events of short duration (7 days or less). Patterned after the State's license, this temporary liquor license allows any church, school, civic, service, fraternal, veteran, political or charitable club or organization to sell or serve alcohol, upon approval of the license by the City Council.

St. James Catholic School has applied for a temporary liquor license to serve alcohol at the annual fundraiser to be held on October 25, 2025, from 6 p.m. to 11 p.m., at St. James Church. Because the public will have access to the event, State statute and City ordinance require a license. The necessary certificate of liability insurance and authorization letter have been provided by the applicant. The application and necessary certificate of liability insurance have been reviewed by the appropriate staff and approval is recommended. al or charitable club or organization to sell or serve alcohol, upon approval of the license by the City Council.

The City Code requires all paid employees of a business with a liquor license to obtain liquor dispensing permits. Unpaid staff are exempt from this requirement. It is the responsibility of the applicant to ensure that all individuals working with alcohol and consuming alcohol at the event meet age and other requirements.

Council approval and a state license must be in place before the City issues its temporary liquor license.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. RESOLUTION St. James Catholic School Annual Fundraiser

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR
LICENSE FOR THE ST. JAMES CATHOLIC SCHOOL ANNUAL FUNRAISER
EVENT AT ST. JAMES CHURCH, 309 S. STEWART ROAD, LIBERTY, MO
ON OCTOBER 25, 2025

WHEREAS, a temporary event liquor license application has been duly and properly presented to City Council; and

WHEREAS, the City Council finds that the application duly conforms to the standards and requirements of Chapter 3, Liberty Code of Ordinances, as amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a temporary event liquor license is hereby approved for issuance to the St. James Catholic School Annual Fundraiser event at St. James Church, 309 S. Stewart, Liberty, Missouri, on Saturday, October 25, 2025 with the following stipulation:

1. No license shall be issued by the City until proof is provided of the State of Missouri having issued a temporary liquor license for the same event.

PASSED by the City Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF July 18, 2025 to August 1, 2025

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

The attached lists of vendor checks as drawn by the finance director is hereby
acknowledged, in the amounts and to the persons as listed. Said report is hereby
incorporated by reference as part of this ordinance. Total disbursements by individual
fund is also hereby acknowledged as listed below:

FUND NAME	FUND NUMBER	AMOUNT
GENERAL OPERATING FUND	100	\$ 302,918.04
PUBLIC SAFETY SALES TAX FUND	243	\$ 5,563.15
TRANSIENT GUEST TAX FUND	244	\$ 41,932.33
CEMETERY MAINTENANCE FUND	247	\$ 7,122.00
LIMITED CAPITAL FUND	350	\$ 298,767.50
CAPTIAL SALES TAX FUND	351	\$ 370,822.00
TRANSPORTATION SALES TAX FUND	352	\$ 249,582.97
ECO/DEVO SALES TAX FUND	354	\$ 24,149.66
FIRE SALES TAX FUND	356	\$ 66,094.71
PARKS FUND	460	\$ 5,650.00
SPORTS COMPLEX FUND	461	\$ 7,628.42
COMMUNITY CENTER FUND	465	\$ 13,825.45
WATER OPERATING FUND	590	\$ 131,180.65
WASTEWATER OPERATING FUND	591	\$ 15,123.19
WATER CAPITAL FUND	592	\$ 54,472.08
WASTEWATER CAPITAL FUND	593	\$ 2,409.00
SOLID WASTE FUND	595	\$ 205,380.00
PAYROLL CHECKS & BENEFITS	7/25/2025	\$ 1,321,041.17
TOTAL APPROPRIATIONS		<u><u>\$ 3,123,662.32</u></u>

PASSED by the Council this 11th day of August, 2025.

Greg Canuteson - MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 11th day of August, 2025.

Greg Canuteson - MAYOR

Appropriations Legend

Account Number	Fund and Departments
10	General Fund
10.10	Council
10.20	Administration
10.25	Human Resources
10.30	Finance
10.40	Police
10.50	Fire
10.60	Parks-Aging Services
10.70	Public Works
10.80	Planning and Development Services
10.90	Information Services
10.95	City Wide
11	Limited Capital Fund
14	Downtown 353
15	Residential 353
16	TIF-Liberty Commons
17	CID-Liberty Commons
18	TDD-Liberty Commons
20-21	TIF-Liberty Triangle Project
22	TIF-Liberty Triangle Series 2007
23	TIF-Roger's Plaza
24	TIF-Blue Jay Crossing
25	TIF-Triangle Project B-1
26	TIF-Triangle Project F
27	Rogers CID Sales Tax
28	Blue Jay Crossing CID Sales Tax
29	Triangle CID Sales Tax
30	South Liberty Parkway
31	TIF-South Liberty Parkway-Whitehall
32	TIF-Project E
33	TIF-Triangle Project E
35	TIF-Tiangle Project E-4
36	Liberty Corners CID
37	TIF-Triangle Project E-1
38	TIF-Triangle Project E-2
39	Healthy Living Community
40 & 41	Cemetery Trust Funds
42	F Hughes Library Trust
50	Capital Sales Tax Fund
51	PFA Construction Fund
52	Transportation Sales Tax Fund
54	Park Sales Tax Fund
55	Parks Development Fund
56	Eco/Devo Sales Tax Fund
57	Capital Const Bond Fund
58	Fire Sales Tax Fund
59	Public Safety Sales Tax Fund
60	Parks Fund
61	Sports Complex Fund
65	Community Center Fund
67	Transient Guest Tax Fund
68	Preservation & Development Fund
69	Police Training Fund
70	Cable Reserve Fund
73	Cemetery Maintenance Fund
75	Loss Control Fund
80	Debt Service Fund
81	Tax Escrow Fund
82	TIF-Triangle B-1 Debt Service (CCHC)
83	TIF Debt Service 2007 Fund
86	TIF Debt Service Fund
87	NID Debt Service Fund
88	PFA Debt Service Fund
90	Water Operating Fund
90.30	Finance-Utility Billing
90.70	Public Works
92	Wastewater Operating Fund
92.30	Finance-Utility Billing
92.70	Public Works
94	Water Capital Fund
96	Wastewater Capital Fund
97	Wastewater Treatment Facility
98	Solid Waste Fund
98.30	Finance-Utility Billing
98.70	Public Works

July 25, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 07/24/2025 and 07/25/2025;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191851; 07/25/2025; Outstanding; null										
FIRE DATA COLLECTION SER	31	PUBLIC CONSULTING GROUP, INC	CIV-10033444	06/09/2025	NONE	FIRE DATA COLLECTION SER	356-55008-305-000000	ADMINISTRATIVE FEES	GEMT Cost Reporting 7/22-6/23	\$ 40,540.71
CHECK TOTAL FOR CHECK NUMBER 191851										\$ 40,540.71
191852; 07/25/2025; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	48048279010	07/23/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession Beverages and supplies for Sports Complex and LCC Vending	\$ 1,419.97
	76	HEARTLAND COCA-COLA BOTTLING C	47983024008	07/18/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession Beverages and supplies for Sports Complex and LCC Vending	\$ 284.13
CHECK TOTAL FOR CHECK NUMBER 191852										\$ 1,704.10
191853; 07/25/2025; Outstanding; null										
	81	BRADY INDUSTRIES OF KANSAS LLC	10351728	07/14/2025	ANIMAL CTRL-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 205.65
CHECK TOTAL FOR CHECK NUMBER 191853										\$ 205.65
191854; 07/25/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10350439	07/14/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 52.94
CHECK TOTAL FOR CHECK NUMBER 191854										\$ 52.94
191855; 07/25/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10364907	07/16/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 966.26
CHECK TOTAL FOR CHECK NUMBER 191855										\$ 966.26

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191856; 07/25/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10369900	07/17/2025	PUB WRKS-PO	Reclass to 100.57020.20 2.00000	100-53008-160-0000 00	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 825.36
CHECK TOTAL FOR CHECK NUMBER 191856										\$ 825.36
191857; 07/25/2025; Outstanding; null										
	96	INSIGHT PUB SAFETY & FORENSIC	2211	07/09/2025	POLICE		100-55007-501-0000 00	TESTING FEES	Psych (Fisher)	\$ 650.00
CHECK TOTAL FOR CHECK NUMBER 191857										\$ 650.00
191858; 07/25/2025; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11436	07/01/2025	POLICE		100-55044-501-0000 00	MISCELLANEOUS FEES	Intake Processing, DNA Sample, Lab Exam	\$ 1,695.34
	142	BOARD OF POLICE COMMISSIONERS	11489	02/14/2025	POLICE		100-57018-511-00000 0	MISC EQUIPMENT MAINT	Radio Repair	\$ 545.60
	142	BOARD OF POLICE COMMISSIONERS	11475	01/29/2025	POLICE		243-54004-501-0000 00	TRAINING COSTS	Carroll Academy	\$ 5,563.15
CHECK TOTAL FOR CHECK NUMBER 191858										\$ 7,804.09
191859; 07/25/2025; Outstanding; null										
POL JAIL LAUNDRY	186	PRIDE CLEANERS	30991	01/04/2022	NONE	POL UNIFORM CLEANING	100-59014-501-0000 00	CLOTHING EXPENSES	POL UNIFORM CLEANING	\$ 291.00
POL JAIL LAUNDRY	186	PRIDE CLEANERS	30991	01/04/2022	NONE	POL JAIL LAUNDRY	100-59014-501-0000 00	CLOTHING EXPENSES	POL JAIL LAUNDRY	\$ 139.50
CHECK TOTAL FOR CHECK NUMBER 191859										\$ 430.50

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191860; 07/25/2025; Outstanding; null										
Split across accounts according to the attached breakdown	189	DELL MARKETING LP	10813241897	05/03/2025	TECH & LOGISTICS		100-60004-170-000000	MINOR COMPUTER EQUIPMENT	dell rugged laptops	\$ 2,854.73
Split across accounts according to the attached breakdown	189	DELL MARKETING LP	10813241897	05/03/2025	TECH & LOGISTICS		100-60000-300-000000	MINOR EQUIPMENT		\$ 376.68
CHECK TOTAL FOR CHECK NUMBER 191860										\$ 3,231.41
191861; 07/25/2025; Outstanding; null										
	314	RICOH USA, INC	40675696	07/14/2025	FINANCE		100-53031-130-000000	COPIER LEASE & USAGE	Finance Copier Lease	\$ 139.85
	314	RICOH USA, INC	40676291	07/14/2025	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	CIU Lease - August	\$ 153.81
	314	RICOH USA, INC	40676230	07/14/2025	ANIMAL CONTROL		100-53031-165-000000	COPIER LEASE & USAGE	copier	\$ 91.26
	314	RICOH USA, INC	40678134	07/13/2025	COURT		100-53031-116-000000	COPIER LEASE & USAGE	july invoice	\$ 105.53
CHECK TOTAL FOR CHECK NUMBER 191861										\$ 490.45
191862; 07/25/2025; Outstanding; null										
	380	CRIME SCENE CLEANERS LLC	1210	07/13/2025	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Car Clean up	\$ 97.85
CHECK TOTAL FOR CHECK NUMBER 191862										\$ 97.85
191863; 07/25/2025; Outstanding; null										
	433	ABIGAIL SMITH	7/23/25	07/23/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 442.00
CHECK TOTAL FOR CHECK NUMBER 191863										\$ 442.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191864; 07/25/2025; Outstanding; null										
Tourism Mktg Grant Reimbursement Quilt Walk	532	ANGELA WALTERS	0012025	07/14/2025	TRANSIENT GUEST TAX		244-59009-119-0000 00	CONTRIBUTIONS TO PROJECTS	Tourism Mktg Grant Reimbursement Quilt Walk	\$ 7,000.00
CHECK TOTAL FOR CHECK NUMBER 191864										\$ 7,000.00
191865; 07/25/2025; Outstanding; null										
	562	LIBERTY HOSPITAL	MAR1015906 30251	06/30/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 25.27
CHECK TOTAL FOR CHECK NUMBER 191865										\$ 25.27
191866; 07/25/2025; Outstanding; null										
	565	JAMES MARTIN	8/1-8/6/2025	07/16/2025	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	FBINAA Natl Conf	\$ 368.00
CHECK TOTAL FOR CHECK NUMBER 191866										\$ 368.00
191867; 07/25/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	7/16/25	07/17/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS	private swim lessons	\$ 459.00
CHECK TOTAL FOR CHECK NUMBER 191867										\$ 459.00
191868; 07/25/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	7/23/25	07/23/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 357.00
CHECK TOTAL FOR CHECK NUMBER 191868										\$ 357.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191869; 07/25/2025; Outstanding; null										
	669	MYRICK MECHANICAL	2988	07/15/2025	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	St 2 exhaust fans replaced	\$ 6,550.00
	669	MYRICK MECHANICAL	3013	07/22/2025	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - MVA & Exc Fan Repairs	\$ 4,274.18
	669	MYRICK MECHANICAL	2989	07/15/2025	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Replace Thermostat in 2 IT Server Rooms	\$ 662.10
	669	MYRICK MECHANICAL	2986	07/15/2025	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	service & labor	\$ 486.00
CHECK TOTAL FOR CHECK NUMBER 191869										\$ 11,972.28
191870; 07/25/2025; Outstanding; null										
	673	NICOLE LEWIS	8/5-8/8/25	07/23/2025	FINANCE		100-54000-140-000000	TRAINING TRAVEL	SHRM MO Conf	\$ 168.00
CHECK TOTAL FOR CHECK NUMBER 191870										\$ 168.00
191871; 07/25/2025; Outstanding; null										
	704	42 C.A.R.E.S., INC	188	07/01/2025	FIRE		100-55014-300-000000	MEDICAL FEES	42 Cares Quarterly Payment	\$ 1,386.00
CHECK TOTAL FOR CHECK NUMBER 191871										\$ 1,386.00
191872; 07/25/2025; Outstanding; null										
	706	FIREHOUSE SUBS	7152025	07/15/2025	POLICE		100-60001-502-000000	NEIGHBORHOOD WTCH/JR ACADEMY	JPA Lunch	\$ 357.50
CHECK TOTAL FOR CHECK NUMBER 191872										\$ 357.50

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191873; 07/25/2025; Outstanding; null										
	777	STERICYCLE, INC.	8011186768	06/25/2025	MULTI		100-55044-111-00000	MISCELLANEOUS FEES	City Clerk	\$ 32.19
	777	STERICYCLE, INC.	8011186768	06/25/2025	MULTI		100-55044-140-00000	MISCELLANEOUS FEES	Personnel	\$ 24.14
	777	STERICYCLE, INC.	8011186768	06/25/2025	MULTI		100-55044-116-00000	MISCELLANEOUS FEES	Court	\$ 23.83
	777	STERICYCLE, INC.	8011186768	06/25/2025	MULTI		100-55044-501-00000	MISCELLANEOUS FEES	Records/Dispatch	\$ 137.11
	777	STERICYCLE, INC.	8011186768	06/25/2025	MULTI		100-55044-130-00000	MISCELLANEOUS FEES	Finance	\$ 34.95
CHECK TOTAL FOR CHECK NUMBER 191873										\$ 252.22
191874; 07/25/2025; Outstanding; null										
	781	TEKLAB, INC.	330150	07/21/2025	UTILITIES-PO		591-55020-902-00000	LAB FEES	Lab Fees	\$ 674.30
CHECK TOTAL FOR CHECK NUMBER 191874										\$ 674.30
191875; 07/25/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-23166	07/08/2025	POLICE		100-57009-501-00000	VEHICLE MAINTENANCE	Oil Change	\$ 40.58
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-23614	07/22/2025	POLICE		100-57009-501-00000	VEHICLE MAINTENANCE	208 Oil Change	\$ 39.99
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-23579	07/21/2025	POLICE		100-57009-501-00000	VEHICLE MAINTENANCE	211 Oil Change	\$ 107.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-23162	07/08/2025	POLICE		100-57009-501-00000	VEHICLE MAINTENANCE	207 Oil Change	\$ 46.98
CHECK TOTAL FOR CHECK NUMBER 191875										\$ 235.53

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191876; 07/25/2025; Outstanding; null										
	913	GARDNER CONSTRUCTION CO, INC	200489	07/03/2025	PUB WRKS-PO		350-70020-160-0000 00	CONSTRUCTION CONTRACT	Contract for Design Build Services	\$ 298,767.50
	913	GARDNER CONSTRUCTION CO, INC	200489	07/03/2025	PUB WRKS-PO		351-20003-000-0000 00	RETAINAGE PAYABLE	Retainage	\$ (14,938.37)
CHECK TOTAL FOR CHECK NUMBER 191876										\$ 283,829.13
191877; 07/25/2025; Outstanding; null										
	952	BRAYLON STEGALL	7/16/25	07/17/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 64.00
CHECK TOTAL FOR CHECK NUMBER 191877										\$ 64.00
191878; 07/25/2025; Outstanding; null										
	953	HAWKINS INC	7129361	07/11/2025	UTILITIES		590-53009-802-0000 00	CHEMICALS	WTP - Liquid Ammonium Sulfate	\$ 4,211.26
CHECK TOTAL FOR CHECK NUMBER 191878										\$ 4,211.26
191879; 07/25/2025; Outstanding; null										
	955	KC MURALS LLC	202579	07/08/2025	TRNST GST TX-PO		244-55035-119-0000 00	OTHER FEES	Mural Artwork Design	\$ 5,000.00
CHECK TOTAL FOR CHECK NUMBER 191879										\$ 5,000.00
191880; 07/25/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00031873	07/16/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Ray St.	\$ 375.00
CHECK TOTAL FOR CHECK NUMBER 191880										\$ 375.00
191881; 07/25/2025; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	8571000	07/18/2025	PARKS & RECREATION		461-53005-451-0000 00	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 180.00
CHECK TOTAL FOR CHECK NUMBER 191881										\$ 180.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191882; 07/25/2025; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	8571007	07/19/2025	PARKS & RECREATION		461-53005-451-0000 00	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 450.00
CHECK TOTAL FOR CHECK NUMBER 191882										\$ 450.00
191883; 07/25/2025; Outstanding; null										
	969	RYAN BENJAMIN HOUCK	7/16/25	07/17/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 144.00
	969	RYAN BENJAMIN HOUCK	7/16/25	07/17/2025	PARKS & RECREATION		465-55056-410-0000 00	SEMI-PRIVATE SWIM LESSONS		\$ 22.00
CHECK TOTAL FOR CHECK NUMBER 191883										\$ 166.00
191884; 07/25/2025; Outstanding; null										
	969	RYAN BENJAMIN HOUCK	7/23/25	07/23/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 32.00
CHECK TOTAL FOR CHECK NUMBER 191884										\$ 32.00
191885; 07/25/2025; Outstanding; null										
	999	SOPHIA DICKSON	7/16/25	07/17/2025	PARKS & RECREATION		465-55057-410-0000 00	SWIM TEAM	swim lessons	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 191885										\$ 80.00
191886; 07/25/2025; Outstanding; null										
	1003	BRYLEE STEGALL	7/16/25	07/17/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 160.00
CHECK TOTAL FOR CHECK NUMBER 191886										\$ 160.00
191887; 07/25/2025; Outstanding; null										
	1003	BRYLEE STEGALL	7/23/25	07/23/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 32.00
CHECK TOTAL FOR CHECK NUMBER 191887										\$ 32.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191888; 07/25/2025; Outstanding; null										
	1004	CHARLES SARGENT IRRIGATION INC	42356	07/18/2025	UTILITIES-PO		592-70001-802-0000 00	CAPITAL EQUIPMENT	WTP - Well #11 Pump Repair	\$ 23,109.31
CHECK TOTAL FOR CHECK NUMBER 191888										\$ 23,109.31
191889; 07/25/2025; Outstanding; null										
	1004	CHARLES SARGENT IRRIGATION INC	42357	07/18/2025	UTILITIES-PO		592-70001-802-0000 00	CAPITAL EQUIPMENT	WTP - Well #8 Pump Repair	\$ 0.60
	1004	CHARLES SARGENT IRRIGATION INC	42357	07/18/2025	UTILITIES-PO		592-70001-802-0000 00	CAPITAL EQUIPMENT	WTP - Well #8 Pump Repair	\$ 31,362.17
CHECK TOTAL FOR CHECK NUMBER 191889										\$ 31,362.77
191890; 07/25/2025; Outstanding; null										
	1004	CHARLES SARGENT IRRIGATION INC	42358	07/18/2025	UTILITIES-PO		590-57006-802-0000 00	WELLFIELD MAINTENANCE	Cleaning & Inspection of 2 wells	\$ 75,848.00
CHECK TOTAL FOR CHECK NUMBER 191890										\$ 75,848.00
191891; 07/25/2025; Outstanding; null										
	1009	LILLIAN BRYANT	7/16/25	07/17/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS	private swim lessons	\$ 96.00
CHECK TOTAL FOR CHECK NUMBER 191891										\$ 96.00
191892; 07/25/2025; Outstanding; null										
	1009	LILLIAN BRYANT	7/23/25	07/23/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 160.00
CHECK TOTAL FOR CHECK NUMBER 191892										\$ 160.00
191893; 07/25/2025; Outstanding; null										
	1022	SCHNEIDER ELECTRIC USA, INC	7005823944	07/16/2025	UTILITIES		590-57005-802-0000 00	WATER PLANT MAINTENANCE	WTP - Repair Panel	\$ 1,847.22
CHECK TOTAL FOR CHECK NUMBER 191893										\$ 1,847.22

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191894; 07/25/2025; Outstanding; null										
Influencer kid campaign	1024	GABRIELLE ISOM	001	07/11/2025	TRANSIENT GUEST TAX		244-55028-119-0000 00	ADVERTISING	influencer campaign	\$ 3,800.00
CHECK TOTAL FOR CHECK NUMBER 191894										\$ 3,800.00
191895; 07/25/2025; Outstanding; null										
	1787	PURCELL TIRE AND RUBBER CO	3289427	07/17/2025	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	ST Tires	\$ 1,302.22
CHECK TOTAL FOR CHECK NUMBER 191895										\$ 1,302.22
191896; 07/25/2025; Outstanding; null										
	1788	CENTRAL POWER SYSTEMS INC	R110018000	04/09/2025	FIRE-PO		100-57009-301-0000 00	VEHICLE MAINTENANCE	605 Engine Rebuild	\$ 58,380.96
CHECK TOTAL FOR CHECK NUMBER 191896										\$ 58,380.96
191897; 07/25/2025; Outstanding; null										
	1788	CENTRAL POWER SYSTEMS INC	B114003489: 01	07/14/2025	TRANSIENT GUEST TAX		244-59006-119-0000 00	LIBERTY FEST	Generators for vendors at Liberty Fest	\$ 1,186.80
CHECK TOTAL FOR CHECK NUMBER 191897										\$ 1,186.80
191898; 07/25/2025; Outstanding; null										
	2272	DREXEL TECHNOLOGIES	INV165637	07/03/2025	TECH & LOGISTICS		100-53000-170-0000 00	GENERAL SUPPLIES	HP Ink DesignJet X3600 Yellow (P2V91A)	\$ 146.41
CHECK TOTAL FOR CHECK NUMBER 191898										\$ 146.41
191899; 07/25/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85843922	07/15/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,183.76
	2300	BOUND TREE MEDICAL LLC	85845568	07/16/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 173.88
CHECK TOTAL FOR CHECK NUMBER 191899										\$ 1,357.64

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191900; 07/25/2025; Outstanding; null										
	2767	K C WINWATER WORKS CO	347339-01	07/10/2025	UTILITIES		590-13001-000-0000	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #361, #365	\$ 5,080.00
	2767	K C WINWATER WORKS CO	347339-02	07/14/2025	UTILITIES		590-13001-000-0000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #365	\$ 1,266.00
	2767	K C WINWATER WORKS CO	347635-01	07/17/2025	UTILITIES		593-70020-901-0000	CONSTRUCTION CONTRACT	Silt Pond Project	\$ 2,254.00
	2767	K C WINWATER WORKS CO	347343-01	07/15/2025	UTILITIES		593-70020-901-0000	CONSTRUCTION CONTRACT	Silt Pond Project	\$ 155.00
CHECK TOTAL FOR CHECK NUMBER 191900										\$ 8,755.00
191901; 07/25/2025; Outstanding; null										
	3397	KNOX ASSOCIATES	INV-KA-427668	07/22/2025	FIRE SLS TX-PO		356-60000-305-0000	MINOR EQUIPMENT	Replacement KeySecure Sstems	\$ 25,554.00
CHECK TOTAL FOR CHECK NUMBER 191901										\$ 25,554.00
191902; 07/25/2025; Outstanding; null										
	3763	OUTDOOR RESTROOMS LLC	114872	07/16/2025	PARKS & RECREATION		460-60007-403-0000	EQUIPMENT RENTAL	Portable toilets	\$ 225.00
CHECK TOTAL FOR CHECK NUMBER 191902										\$ 225.00
191903; 07/25/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-250550331	05/22/2025	PUBLIC WORKS	Reclass to 100.57020.30 0.00000	100-57020-202-0000	FACILITIES MAINTENANCE	FS#3 Generator Maintenance	\$ 1,128.33
	4424	CUMMINS SALES AND SERVICE	H9-250756589	07/17/2025	UTILITIES		591-57003-902-0000	LIFT STATION MAINTENANCE	WWTP - Rush Creek Generator Repair	\$ 662.00
CHECK TOTAL FOR CHECK NUMBER 191903										\$ 1,790.33

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191904; 07/25/2025; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	7/23/25	07/23/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 19.00
	4445	CLAIRE GINETTE JACKSON	7/16/25	07/17/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 114.00
CHECK TOTAL FOR CHECK NUMBER 191904										\$ 133.00
191905; 07/25/2025; Outstanding; null										
	4460	JEFF ELLIS & ASSOC INC	20129003	07/21/2025	PARKS & RECREATION		465-55044-420-000000	MISCELLANEOUS FEES	Annual Lifeguard Audit	\$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 191905										\$ 1,500.00
191906; 07/25/2025; Outstanding; null										
	4477	GENES TIRE & SERVICE CENTER	101536	07/14/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	210 Flat Repair	\$ 28.00
CHECK TOTAL FOR CHECK NUMBER 191906										\$ 28.00
191907; 07/25/2025; Outstanding; null										
	4509	BLUE VALLEY PUBLIC SAFETY INC	19163	07/16/2025	FIRE		100-57014-300-000000	EMERGENCY MGT MAINTENANCE	Fire siren repair	\$ 1,320.00
CHECK TOTAL FOR CHECK NUMBER 191907										\$ 1,320.00
191908; 07/25/2025; Outstanding; null										
	4763	PRINTING UNLIMITED	72928	07/14/2025	PR & COMMUNICATION		100-53032-113-000000	OUTSIDE PRINTING	July Utility Bill Insert	\$ 1,342.00
CHECK TOTAL FOR CHECK NUMBER 191908										\$ 1,342.00
191909; 07/25/2025; Outstanding; null										
	4794	HARRIS ENT. RESOURCE PLANNING	CSECT0000502	03/31/2025	FINANCE		100-55044-130-000000	MISCELLANEOUS FEES	CITYSUITE ACCT STRUCTURE CHANGE	\$ 5,750.00
CHECK TOTAL FOR CHECK NUMBER 191909										\$ 5,750.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191910; 07/25/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23854	07/11/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23875	07/19/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23850	07/10/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23833	07/08/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23856	07/10/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23855	07/10/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23860	07/21/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23865	07/21/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	526155	07/14/2025	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	Donation Acct	\$ 133.36
	4817	VETERINARY CENTER OF LIBERTY	526155	07/14/2025	ANIMAL CONTROL		100-53001-165-00000	MEDICAL SUPPLIES	heartworm tests & vaccines	\$ 767.16
	4817	VETERINARY CENTER OF LIBERTY	23837	07/16/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23835	07/09/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23836	07/02/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23839	07/15/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23887	07/20/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23862	07/17/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191910; 07/25/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23813	07/17/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23838	07/16/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23687	07/18/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23848	07/16/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23815	07/16/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
CHECK TOTAL FOR CHECK NUMBER 191910										\$ 1,935.52
191911; 07/25/2025; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0042625	07/14/2025	UTILITIES		591-57019-901-00000	BUILDING MAINTENANCE	Alarm reader rebooted and tested	\$ 102.50
	4908	AMERICAN DIGITAL SECURITY LLC	INV0042625	07/14/2025	UTILITIES		590-57019-801-00000	BUILDING MAINTENANCE	Alarm reader rebooted and tested	\$ 102.50
CHECK TOTAL FOR CHECK NUMBER 191911										\$ 205.00
191912; 07/25/2025; Outstanding; null										
	4991	CINTAS FIRST AID & SAFETY	5281775304	07/21/2025	HR & RISK MGMT		100-53008-160-00000	MAINTENANCE MATERIALS	Cintas First Aid Supplies	\$ 460.57
CHECK TOTAL FOR CHECK NUMBER 191912										\$ 460.57
191913; 07/25/2025; Outstanding; null										
	5203	FOSTER BROS WOOD PRODUCTS INC	10101	07/18/2025	PARKS & RECREATION		460-57027-403-00000	PLAYGROUND/ SPRAYGROUND MAINT	Playground Mulch	\$ 1,885.50
CHECK TOTAL FOR CHECK NUMBER 191913										\$ 1,885.50

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191914; 07/25/2025; Outstanding; null										
	5223	CITY TREASURER	2025-07	07/14/2025	MULTI		351-57013-201-00000 0	RADIO MAINTENANCE	PW 56 x 18.47	\$ 1,076.32
	5223	CITY TREASURER	2025-07	07/14/2025	MULTI		100-57013-301-00000 0	RADIO MAINTENANCE	FD 64 x 18.47	\$ 1,230.08
	5223	CITY TREASURER	2025-07	07/14/2025	MULTI		100-57013-501-00000 0	RADIO MAINTENANCE	PD 74 x 18.47	\$ 1,403.06
CHECK TOTAL FOR CHECK NUMBER 191914										\$ 3,709.46
191915; 07/25/2025; Outstanding; null										
	5257	NATHAN JONES	7/23/25	07/23/2025	PARKS & RECREATION		465-55056-410-0000 00	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	5257	NATHAN JONES	7/23/25	07/23/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 114.00
CHECK TOTAL FOR CHECK NUMBER 191915										\$ 140.00
191916; 07/25/2025; Outstanding; null										
	5394	GALL'S INC	031965740	07/18/2025	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 52.99
CHECK TOTAL FOR CHECK NUMBER 191916										\$ 52.99
191917; 07/25/2025; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	6492	07/22/2025	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Braley Uniforms	\$ 364.96
	5482	ALTERATIONS & CUSTOM SEWING ST	6515	07/14/2025	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Tribble Uniforms	\$ 1,030.14
CHECK TOTAL FOR CHECK NUMBER 191917										\$ 1,395.10
191918; 07/25/2025; Outstanding; null										
	5575	TW CUSTOM BRANDING	57636	06/09/2025	PARKS & RECREATION		461-53003-451-0000 00	RECREATION SUPPLIES	Tennis Shirts	\$ 950.81
	5575	TW CUSTOM BRANDING	57589	06/05/2025	PARKS & RECREATION		461-53003-451-0000 00	RECREATION SUPPLIES	Staff wear	\$ 150.91
CHECK TOTAL FOR CHECK NUMBER 191918										\$ 1,101.72

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191919; 07/25/2025; Outstanding; null										
	5598	CHILDRENS MERCY HOSPITALS & CL	8000036448	06/24/2025	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Lab Fees	\$ 225.00
	5598	CHILDRENS MERCY HOSPITALS & CL	8000036929	07/15/2025	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Lab Fees	\$ 1,101.00
CHECK TOTAL FOR CHECK NUMBER 191919										\$ 1,326.00
191920; 07/25/2025; Outstanding; null										
	5662	SUMNERONE INC	4338887	07/19/2025	UTILITIES		591-53000-901-000000	GENERAL SUPPLIES	Copier Contract	\$ 6.66
	5662	SUMNERONE INC	4338887	07/19/2025	UTILITIES		590-53000-801-000000	GENERAL SUPPLIES	Copier Contract	\$ 6.67
	5662	SUMNERONE INC	4338887	07/19/2025	UTILITIES		591-53000-902-000000	GENERAL SUPPLIES	Copier Contract	\$ 6.66
CHECK TOTAL FOR CHECK NUMBER 191920										\$ 19.99
191921; 07/25/2025; Outstanding; null										
	5664	PACE ANALYTICAL SERVICES INC	2560230969	07/17/2025	UTILITIES		591-55020-902-000000	LAB FEES	WWTP - Lab Fees	\$ 170.20
CHECK TOTAL FOR CHECK NUMBER 191921										\$ 170.20
191922; 07/25/2025; Outstanding; null										
	5694	RUSSELL FRICK	752333	07/22/2025	PARKS & RECREATION		460-57027-403-000000	PLAYGROUND/ SPRAYGROUND MAINT	Dirt	\$ 1,200.00
	5694	RUSSELL FRICK	752332	07/22/2025	PARKS & RECREATION		460-57027-403-000000	PLAYGROUND/ SPRAYGROUND MAINT	Dirt	\$ 1,800.00
CHECK TOTAL FOR CHECK NUMBER 191922										\$ 3,000.00
191923; 07/25/2025; Outstanding; null										
	5719	INNOVATIVE CONCESSIONS	3054000051	07/18/2025	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Dippin Dots - Sports Complex Concessions	\$ 811.20
CHECK TOTAL FOR CHECK NUMBER 191923										\$ 811.20

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191924; 07/25/2025; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD112879	07/17/2025	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Hydrated Lime	\$ 10,113.00
CHECK TOTAL FOR CHECK NUMBER 191924										\$ 10,113.00
191925; 07/25/2025; Outstanding; null										
	5767	BRENNTAG MID-SOUTH INC	BMS976735	07/22/2025	UTILITIES		590-53009-802-0000 00	CHEMICALS	WTP - Sodium Hypochlorite	\$ 8,781.39
CHECK TOTAL FOR CHECK NUMBER 191925										\$ 8,781.39
191926; 07/25/2025; Outstanding; null										
	5904	DR BRADFORD V HOFFMAN	AUGUST 2025	07/21/2025	FIRE-PO		100-55014-302-0000 00	MEDICAL FEES	Medical Director Fees January 2025 to December 2025	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 191926										\$ 1,000.00
191927; 07/25/2025; Outstanding; null										
	5923	METRO ASPHALT INC	07158	07/11/2025	PUB WRKS-PO		351-20003-000-0000 00	RETAINAGE PAYABLE	Authorized Amount Per Ordinance	\$ (33,076.66)
	5923	METRO ASPHALT INC	07158	07/11/2025	PUB WRKS-PO		352-57044-201-0000 00	OVERLAY PROGRAM	Authorized Amount Per Ordinance	\$ 249,582.97
	5923	METRO ASPHALT INC	07158	07/11/2025	PUB WRKS-PO		351-70023-201-0000 00	PROJECT CONTINGENCIES	Authorized Amount Per Ordinance	\$ 411,950.13
CHECK TOTAL FOR CHECK NUMBER 191927										\$ 628,456.44
191928; 07/25/2025; Outstanding; null										
	6030	REJIS COMMISSION	558220	07/21/2025	COURT		100-55044-116-0000 00	MISCELLANEOUS FEES	LEWEB MONTHLY SUBSCRIPTION	\$ 32.55
CHECK TOTAL FOR CHECK NUMBER 191928										\$ 32.55
191929; 07/25/2025; Outstanding; null										
	6063	VERMONT SYSTEMS INC	VS016439	04/16/2025	PARKS & REC- PO		460-55044-400-0000 00	MISCELLANEOUS FEES	Remote Setup and Training Final	\$ 437.50
CHECK TOTAL FOR CHECK NUMBER 191929										\$ 437.50

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191930; 07/25/2025; Outstanding; null										
	6100	MOAZ CONSTRUCTION INC	156	07/14/2025	UTILITIES		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	Concrete - Sycamore Rd	\$ 10,212.50
CHECK TOTAL FOR CHECK NUMBER 191930										\$ 10,212.50
191931; 07/25/2025; Outstanding; null										
	6123	GT DISTRIBUTORS INC	UNIV0075812	07/16/2025	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Siefker Class A Pants	\$ 71.10
CHECK TOTAL FOR CHECK NUMBER 191931										\$ 71.10
191932; 07/25/2025; Outstanding; null										
	6202	MADDEN MEDIA	2025-029928	06/30/2025	TRANSIENT GUEST TAX		244-55028-119-0000 00	ADVERTISING	June SEM Campaign	\$ 331.27
CHECK TOTAL FOR CHECK NUMBER 191932										\$ 331.27
191933; 07/25/2025; Outstanding; null										
	6213	RBE LAWN CARE LLC	11313	06/25/2025	PUBLIC WORKS		100-55041-203-0000 00	CONTRACT LABOR	Forced Mowings for June 2025	\$ 6,800.00
CHECK TOTAL FOR CHECK NUMBER 191933										\$ 6,800.00
191934; 07/25/2025; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-99594	07/11/2025	ANIMAL CONTROL		100-57019-165-00000 0	BUILDING MAINTENANCE	window cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 191934										\$ 80.00
191935; 07/25/2025; Outstanding; null										
	6467	ARC PHYSICAL THERAPY PLUS,	0701253067	07/01/2025	MULTI		591-54000-901-0000 00	TRAINING TRAVEL	Pre-employment POET - Kyle Young & Jonathan Alden	\$ 300.00
	6467	ARC PHYSICAL THERAPY PLUS,	0701253067	07/01/2025	MULTI		100-55038-501-0000 00	EMPLOYMENT TESTING	Pre-employment POET - Nathan Frazee	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 191935										\$ 450.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191936; 07/25/2025; Outstanding; null										
	6471	JCI INDUSTRIES INC	8283429	07/17/2025	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Motion Sensor Auger	\$ 479.08
CHECK TOTAL FOR CHECK NUMBER 191936										\$ 479.08
191937; 07/25/2025; Outstanding; null										
	6547	EDWARDS CHEMICALS	IN204335	07/21/2025	PARKS & RECREATION		465-53009-420-000000	CHEMICALS	Pool Chemical Order 7.21.25	\$ 1,833.32
CHECK TOTAL FOR CHECK NUMBER 191937										\$ 1,833.32
191938; 07/25/2025; Outstanding; null										
	6639	HAMPEL OIL INC	91995981	07/08/2025	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Powerdiesel TW	\$ 585.22
	6639	HAMPEL OIL INC	91995980	07/08/2025	UTILITIES		590-57018-802-000000	MISC EQUIPMENT MAINT	WTP - Powerdiesel TW	\$ 1,306.33
	6639	HAMPEL OIL INC	91997085	07/09/2025	UTILITIES		591-57003-902-000000	LIFT STATION MAINTENANCE	WWTP - Lift Station Powerdiesel TW	\$ 1,064.45
	6639	HAMPEL OIL INC	91995981	07/08/2025	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Powerdiesel TW	\$ 815.62
	6639	HAMPEL OIL INC	91995981	07/08/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Powerdiesel TW	\$ 585.22
CHECK TOTAL FOR CHECK NUMBER 191938										\$ 4,356.84
191939; 07/25/2025; Outstanding; null										
Baseball/Softball/Tball Uniforms and Hats, Basketball Unifor	6668	CUSTOM GRAPHICS LLC	2650	07/16/2025	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	Sports Apparel	\$ 1,167.40
CHECK TOTAL FOR CHECK NUMBER 191939										\$ 1,167.40
191940; 07/25/2025; Outstanding; null										
	6767	TAPCO	1805593	07/16/2025	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	Radio Controller Replacement Kit	\$ 18.03
CHECK TOTAL FOR CHECK NUMBER 191940										\$ 18.03

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City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191941; 07/25/2025; Outstanding; null										
Continuing Education Units Jan-Dec	8355	CENTRAL JACKSON CO FPD	TC25-152	07/17/2025	FIRE-PO		100-54004-303-0000 00	TRAINING COSTS	paramedic registration	\$ 50.00
Continuing Education Units Jan-Dec	8355	CENTRAL JACKSON CO FPD	TC25-152	07/17/2025	FIRE-PO		100-54004-303-0000 00	TRAINING COSTS	Continuing Education Units Jan-Dec	\$ 3,000.00
CHECK TOTAL FOR CHECK NUMBER 191941										\$ 3,050.00
191942; 07/25/2025; Outstanding; null										
General Legal Fees	8654	CUNNINGHAM, VOGEL & ROST PC	70689	06/30/2025	ADMINISTRATI ON		100-55005-111-00000 0	LEGAL FEES	Legal Fees General	\$ 6,918.00
Railroad Contract Dispute Legal Fees	8654	CUNNINGHAM, VOGEL & ROST PC	70690	06/30/2025	ADMINISTRATI ON		100-55005-111-00000 0	LEGAL FEES	Railroad Contract Dispute Legal Fees	\$ 6,380.95
CHECK TOTAL FOR CHECK NUMBER 191942										\$ 13,298.95
191943; 07/25/2025; Outstanding; null										
	8861	FERRELL GAS	1131113051	07/18/2025	PUBLIC WORKS		100-53000-203-0000 00	GENERAL SUPPLIES	Dock Motorfuel	\$ 46.90
CHECK TOTAL FOR CHECK NUMBER 191943										\$ 46.90
191944; 07/25/2025; Outstanding; null										
	8968	MATTHEW KELLOGG	8/1-8/6/25	05/05/2025	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	FBINAA Training Conf	\$ 368.00
	8968	MATTHEW KELLOGG	8/1-8/6/2025	07/07/2025	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	FBINAA Training Conf	\$ 368.00
CHECK TOTAL FOR CHECK NUMBER 191944										\$ 736.00
191945; 07/25/2025; Outstanding; null										
	8987	SWIM THINGS INC	525326-1	05/29/2025	PARKS & RECREATION		465-55057-410-0000 00	SWIM TEAM	Storm suit order	\$ 663.00
CHECK TOTAL FOR CHECK NUMBER 191945										\$ 663.00

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City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191946; 07/25/2025; Outstanding; null										
	999999	RHONDA GARRISON	233-8260-00-01	07/14/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 16.15
CHECK TOTAL FOR CHECK NUMBER 191946										\$ 16.15
191947; 07/25/2025; Outstanding; null										
	999999	Margaret Solis	2507661	07/17/2025	PARKS & RECREATION		465-44040-000-0000	ADULT - PIF	Duplicate Membership	\$ 276.50
CHECK TOTAL FOR CHECK NUMBER 191947										\$ 276.50
191948; 07/25/2025; Outstanding; null										
	999999	Joyce Bradley	2507667	07/17/2025	PARKS & RECREATION		465-44043-000-0000	SENIOR - MONTHLY	Moving out of state	\$ 132.50
CHECK TOTAL FOR CHECK NUMBER 191948										\$ 132.50
191949; 07/25/2025; Outstanding; null										
	401	TARA SCHMITTER	8/5-8/8/2025	07/11/2025	FINANCE		100-54000-140-0000	TRAINING TRAVEL	SHRM MO Conf	\$ 418.60
CHECK TOTAL FOR CHECK NUMBER 191949										\$ 418.60
191950; 07/25/2025; Outstanding; null										
Chief Whitteck approved \$300.00	1021	ANDREW CARROLL	6-19-25	07/21/2025	FIRE	Chief Whitteck approved \$300.00	100-54004-300-0000	TRAINING COSTS	Fire training reimbursement	\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 191950										\$ 300.00
191951; 07/25/2025; Outstanding; null										
	5518	GREGORY R ARNOLD	7-25-2025	07/22/2025	POLICE		100-55041-501-0000	CONTRACT LABOR	Payroll 7-25-25 (6/21-7/4, 7/5-7/18)	\$ 2,062.93
CHECK TOTAL FOR CHECK NUMBER 191951										\$ 2,062.93
191952; 07/25/2025; Outstanding; null										
	6207	KRISTAN SMITHMIER	7-25-2025	07/22/2025	POLICE		100-55041-501-0000	CONTRACT LABOR	Payroll 7-25-25 (6/21-7/4, 7/5-7/18)	\$ 2,082.12
CHECK TOTAL FOR CHECK NUMBER 191952										\$ 2,082.12

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City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
Grand Total:										\$ 1,334,187.79

Notes :

- (a) Negative numbers are displayed in parentheses.
- (b) The filter parameters selected at the time of report submission are printed in the header section.
- (c) **Voided checks present and it may affect total amount calculations.

**Voided checks present and it may affect total amount calculations

August 1, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 07/31/2025 and 08/01/2025;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191953; 08/01/2025; Outstanding; null										
	95	CYCLONE INC	48105	07/29/2025	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Tower Portable Toilet	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 191953										\$ 90.00
191954; 08/01/2025; Outstanding; null										
	272	MO DEPT OF LABOR & INDUS RELAT	07252025	07/25/2025	HR & RISK MGMT		100-21023-000-000000	UNEMPLOYMENT CLAIMS PAYABLE	Unemployment Quarterly costs	\$ 13.46
CHECK TOTAL FOR CHECK NUMBER 191954										\$ 13.46
191955; 08/01/2025; Outstanding; null										
	314	RICOH USA, INC	109359284	07/23/2025	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	Records Lease - August	\$ 153.81
CHECK TOTAL FOR CHECK NUMBER 191955										\$ 153.81
191956; 08/01/2025; Outstanding; null										
CCTR SWIM INSTR	327	KATELYN DANIELLE SUTTON	34259	06/21/2022	NONE	CCTR SWIM INSTR	465-55058-410-000000	PRIVATE SWIMMING LESSONS	CCTR SWIM INSTR	\$ 56.00
CHECK TOTAL FOR CHECK NUMBER 191956										\$ 56.00
191957; 08/01/2025; Outstanding; null										
	360	ZAHNER METAL CONSERVATION	2500013	07/28/2025	TRANSIENT GUEST TAX		244-57010-119-000000	CITY SCULPTURE MAINTENANCE	Sculpture Maintenance	\$ 9,975.00
CHECK TOTAL FOR CHECK NUMBER 191957										\$ 9,975.00
191958; 08/01/2025; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	072025	07/29/2025	HR & RISK MGMT		100-52998-160-000000	EMPLOYEE ASSISTANCE PROGRAM	Citywide Services	\$ 1,800.00
CHECK TOTAL FOR CHECK NUMBER 191958										\$ 1,800.00
191959; 08/01/2025; Outstanding; null										
	377	JACKSON LEWIS PC	8830562	07/17/2025	HR & RISK MGMT		100-55005-140-000000	LEGAL FEES	Legal fees	\$ 3,465.00
CHECK TOTAL FOR CHECK NUMBER 191959										\$ 3,465.00

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191960; 08/01/2025; Outstanding; null										
	387	SHOW-ME LOGOS LLC	16702	07/29/2025	PARKS & RECREATION		461-53003-451-0000 00	RECREATION SUPPLIES	Championship shirts	\$ 352.00
CHECK TOTAL FOR CHECK NUMBER 191960										\$ 352.00
191961; 08/01/2025; Outstanding; null										
	433	ABIGAIL SMITH	7/30/25	07/31/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 51.00
CHECK TOTAL FOR CHECK NUMBER 191961										\$ 51.00
191962; 08/01/2025; Outstanding; null										
	460	STRATUS BUILDING SOLUTIONS	7874321	08/01/2025	PARKS & REC-PO		465-55041-420-0000 00	CONTRACT LABOR	3rd Shift Contractual Custodial Services 2025	\$ 4,515.00
CHECK TOTAL FOR CHECK NUMBER 191962										\$ 4,515.00
191963; 08/01/2025; Outstanding; null										
	487	TOYS FOR TRUCKS, INC	INV1146963	07/21/2025	POLICE		100-60005-501-0000 00	VEHICLE CHANGEOVER COSTS	Graphics	\$ 955.20
CHECK TOTAL FOR CHECK NUMBER 191963										\$ 955.20
191964; 08/01/2025; Outstanding; null										
	487	TOYS FOR TRUCKS, INC	INV1146976	07/21/2025	POLICE		100-60005-501-0000 00	VEHICLE CHANGEOVER COSTS	Graphics	\$ 955.20
CHECK TOTAL FOR CHECK NUMBER 191964										\$ 955.20
191965; 08/01/2025; Outstanding; null										
	582	MIDWAY FORD TRUCK CENTER INC	R100484192: 01	07/24/2025	PARKS & RECREATION		100-57009-482-0000 00	VEHICLE MAINTENANCE	Brakes	\$ 3,738.32
CHECK TOTAL FOR CHECK NUMBER 191965										\$ 3,738.32
191966; 08/01/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	7/30/25	07/31/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 374.00
CHECK TOTAL FOR CHECK NUMBER 191966										\$ 374.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191967; 08/01/2025; Outstanding; null										
	661	BAJA IMAGE	4528	07/24/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	204 Dent Repair	\$ 914.13
CHECK TOTAL FOR CHECK NUMBER 191967										\$ 914.13
191968; 08/01/2025; Outstanding; null										
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	3012	07/22/2025	PUB WRKS-PO	Reclass to 100.57020.20 2.00000	100-57019-160-000000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	\$ 610.52
	669	MYRICK MECHANICAL	2987	07/15/2025	PUB WRKS-PO		100-57019-160-000000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	\$ 539.50
CHECK TOTAL FOR CHECK NUMBER 191968										\$ 1,150.02
191969; 08/01/2025; Outstanding; null										
	690	LIBERTY HOSPITAL URGENT CARE	00136802-00	07/14/2025	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Pre-employment testing & drug screening	\$ 1,129.00
	690	LIBERTY HOSPITAL URGENT CARE	00136802-00	07/14/2025	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Random drug screens & vaccines	\$ 653.00
CHECK TOTAL FOR CHECK NUMBER 191969										\$ 1,782.00
191970; 08/01/2025; Outstanding; null										
	696	JANI-KING OF KANSAS CITY	KSC07250611	07/28/2025	PARKS & RECREATION		465-55041-420-000000	CONTRACT LABOR	8 cleanings for July 2025	\$ 600.00
CHECK TOTAL FOR CHECK NUMBER 191970										\$ 600.00
191971; 08/01/2025; Outstanding; null										
	728	CHERRYROAD MEDIA INC	JUNE 2025	07/28/2025	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	Fin Subscript June 2025	\$ 51.00
CHECK TOTAL FOR CHECK NUMBER 191971										\$ 51.00
191972; 08/01/2025; Outstanding; null										
	762	SUPERIOR-BOWEN ASPHALT	54042	07/25/2025	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	Satrock Plus	\$ 144.30
CHECK TOTAL FOR CHECK NUMBER 191972										\$ 144.30

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191973; 08/01/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-23793	07/28/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	206 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-23734	07/26/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	203 Oil and Air Filter Change	\$ 79.97
CHECK TOTAL FOR CHECK NUMBER 191973										\$ 126.95
191974; 08/01/2025; Outstanding; null										
	896	BUSINESS COMMUNICATIONS, INC	203908	06/09/2025	IT-PO		100-57016-170-000000	IT MAINTENANCE & SERVICES	FortiEDR renewal	\$ 21,590.82
CHECK TOTAL FOR CHECK NUMBER 191974										\$ 21,590.82
191975; 08/01/2025; Outstanding; null										
	952	BRAYLON STEGALL	7/30/25	07/31/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 48.00
CHECK TOTAL FOR CHECK NUMBER 191975										\$ 48.00
191976; 08/01/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00031973	07/23/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Birmingham	\$ 1,260.00
	957	VANCE BROTHERS, LLC	IG00031943	07/22/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Birmingham	\$ 1,145.64
	957	VANCE BROTHERS, LLC	IG00031920	07/21/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Birmingham	\$ 750.00
	957	VANCE BROTHERS, LLC	IG00032041	07/28/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Ray	\$ 759.38
	957	VANCE BROTHERS, LLC	IG00032002	07/24/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Birmingham	\$ 750.63
CHECK TOTAL FOR CHECK NUMBER 191976										\$ 4,665.65
191977; 08/01/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00031902	07/18/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Ray	\$ 625.63
CHECK TOTAL FOR CHECK NUMBER 191977										\$ 625.63

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191978; 08/01/2025; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	8580535	07/26/2025	PARKS & RECREATION		461-53005-451-0000 00	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 450.00
CHECK TOTAL FOR CHECK NUMBER 191978										\$ 450.00
191979; 08/01/2025; Outstanding; null										
	969	RYAN BENJAMIN HOUCK	7/30/25	07/31/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 112.00
	969	RYAN BENJAMIN HOUCK	7/30/25	07/31/2025	PARKS & RECREATION		465-55056-410-0000 00	SEMI-PRIVATE SWIM LESSONS		\$ 22.00
CHECK TOTAL FOR CHECK NUMBER 191979										\$ 134.00
191980; 08/01/2025; Outstanding; null										
Photography	991	MOLLY KUPLEN	0463	07/23/2025	TRANSIENT GUEST TAX		244-55009-119-0000 00	CONSULTING SRVCS - WAYFINDING	Photography	\$ 750.00
CHECK TOTAL FOR CHECK NUMBER 191980										\$ 750.00
191981; 08/01/2025; Outstanding; null										
	1009	LILLIAN BRYANT	7/30/25	07/31/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 192.00
CHECK TOTAL FOR CHECK NUMBER 191981										\$ 192.00
191982; 08/01/2025; Outstanding; null										
	1012	LAUREN MICHELLE PARKS	20250725	07/25/2025	HR & RISK MGMT		100-54004-140-0000 00	EMPLOYEE ISSUES & FUNCTIONS	Chair Yoga	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 191982										\$ 100.00
191983; 08/01/2025; Outstanding; null										
	1023	CHRISTMAS DESIGNERS.COM LLC	S000001150	07/22/2025	TRANSIENT GUEST TAX		244-59011-119-00000 0	HOMETOWN HOLIDAYS	New ornaments for the City Hall Fountain Christmas tree	\$ 11,720.00
CHECK TOTAL FOR CHECK NUMBER 191983										\$ 11,720.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191984; 08/01/2025; Outstanding; null										
CMR#2092212 MODOT#K25C1731	1029	STATE OF MISSOURI	2092212	07/31/2025	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	MODOT Claim # K25C1731	\$ 175.13
CHECK TOTAL FOR CHECK NUMBER 191984										\$ 175.13
191985; 08/01/2025; Outstanding; null										
	1184	MO STATE HIGHWAY PATROL	812HP025XLP D06	07/17/2025	POLICE		100-55007-501-0000 00	TESTING FEES	Fingerprinting (Fisher, Frazee)	\$ 64.00
CHECK TOTAL FOR CHECK NUMBER 191985										\$ 64.00
191986; 08/01/2025; Outstanding; null										
	1758	GEORGE BUTLER ASSOC INC	88457	07/18/2025	PUB WRKS-PO		354-59016-610- SLPRAB	FUTURE USE STUDY	Contract for Engineering Services	\$ 19,144.41
	1758	GEORGE BUTLER ASSOC INC	88516	07/21/2025	PUB WRKS-PO		354-59016-610- SLPRAB	FUTURE USE STUDY	Contract for Engineering Services	\$ 4,933.00
CHECK TOTAL FOR CHECK NUMBER 191986										\$ 24,077.41
191987; 08/01/2025; Outstanding; null										
	2272	DREXEL TECHNOLOGIES	INV167277	07/29/2025	TECH & LOGISTICS		100-57012-170-00000 0	OFFICE EQUIPMENT MAINTENANCE	Mthly Plotter Maintenance (07/1/2025-07/31/2 025)	\$ 131.04
CHECK TOTAL FOR CHECK NUMBER 191987										\$ 131.04
191988; 08/01/2025; Outstanding; null										
	2759	PUBLIC WATER DIST #5	6/8/25-7/8/ 25	07/23/2025	FINANCE		591-57005-902-0000 00	WATER PLANT MAINTENANCE	Water Service	\$ 44.00
	2759	PUBLIC WATER DIST #5	6/8-7/8/25	07/23/2025	FINANCE		590-55036-802-0000 00	WATER PURCHASES- KANSAS CITY	Water Service	\$ 271.70
CHECK TOTAL FOR CHECK NUMBER 191988										\$ 315.70
191989; 08/01/2025; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281306561	07/28/2025	PARKS & RECREATION		465-57018-420-0000 00	MISC EQUIPMENT MAINT	Facility Mats 7/28/25	\$ 123.90
CHECK TOTAL FOR CHECK NUMBER 191989										\$ 123.90

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191990; 08/01/2025; Outstanding; null										
	2879	L-L TOWING CO	89102	07/28/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	Asphalt Truck #710	\$ 410.00
CHECK TOTAL FOR CHECK NUMBER 191990										\$ 410.00
191991; 08/01/2025; Outstanding; null										
	3235	FORVIS, LLP	2576423	06/25/2025	FINANCE-PO		100-55003-130-000000	AUDIT FEES	FY 24 SINGLE AUDIT	\$ 8,050.00
	3235	FORVIS, LLP	2576423	06/25/2025	FINANCE-PO		100-55003-130-000000	AUDIT FEES	FY 24 AUDIT SERVICES/ADMIN FEE	\$ 11,458.00
	3235	FORVIS, LLP	2576423	06/25/2025	FINANCE-PO		100-55003-130-000000	AUDIT FEES	ADMIN FEE	\$ 675.00
	3235	FORVIS, LLP	2576423	06/25/2025	FINANCE-PO		100-55003-130-000000	AUDIT FEES	FY 24 TRS LICENSE FEE/UPDATE COA	\$ 3,600.00
CHECK TOTAL FOR CHECK NUMBER 191991										\$ 23,783.00
191992; 08/01/2025; Outstanding; null										
	4291	NATL FIRE SAFETY COUNCIL	MO-24-F-4.1	07/23/2025	FIRE		100-53015-304-000000	LEARN NOT TO BURN PROGRAM	Fire safety material	\$ 1,500.20
CHECK TOTAL FOR CHECK NUMBER 191992										\$ 1,500.20
191993; 08/01/2025; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	7/30/25	07/31/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 95.00
CHECK TOTAL FOR CHECK NUMBER 191993										\$ 95.00
191994; 08/01/2025; Outstanding; null										
	4460	JEFF ELLIS & ASSOC INC	20126868	05/06/2025	PARKS & RECREATION		465-55059-410-000000	LIFEGUARD TRAINING	Renewal certifications	\$ 270.00
CHECK TOTAL FOR CHECK NUMBER 191994										\$ 270.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191995; 08/01/2025; Outstanding; null										
	4471	GILMORE & BELL	8057703	07/23/2025	FINANCE		100-55013-130-000000	FINANCIAL SERVICES	Continuing disclosure Annual Report	\$ 2,000.00
CHECK TOTAL FOR CHECK NUMBER 191995										\$ 2,000.00
191996; 08/01/2025; Outstanding; null										
	4522	ENSZ & JESTER PC	48	07/28/2025	HR & RISK MGMT		100-55005-140-000000	LEGAL FEES	Legal fees	\$ 74.00
CHECK TOTAL FOR CHECK NUMBER 191996										\$ 74.00
191997; 08/01/2025; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	2785	07/16/2025	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	Reimbursement for Advertising Expenses	\$ 321.46
	4528	HISTORIC DOWNTOWN LIBERTY INC	2785	07/16/2025	TRANSIENT GUEST TAX		244-59018-119-000000	HDLI CONTRACT	Reimbursement for "Fun Money" Coupon Program	\$ 215.00
	4528	HISTORIC DOWNTOWN LIBERTY INC	2785	07/16/2025	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	Reimbursement for Printing Expenses	\$ 98.48
CHECK TOTAL FOR CHECK NUMBER 191997										\$ 634.94
191998; 08/01/2025; Outstanding; null										
	4537	FRATERNAL ORDER OF POLICE	7.2025	07/31/2025	FINANCE		100-21021-000-000000	UNION DUES PAYABLE-POLICE	July Payroll Deductions	\$ 1,888.00
CHECK TOTAL FOR CHECK NUMBER 191998										\$ 1,888.00
191999; 08/01/2025; Outstanding; null										
	4716	LABOR RELATIONS INFO SYSTEM	41598	08/01/2025	POLICE		100-59004-501-000000	MEETING EXPENSE	Labor News Subscription	\$ 175.00
CHECK TOTAL FOR CHECK NUMBER 191999										\$ 175.00
192000; 08/01/2025; Outstanding; null										
POSTAGE MACHINE LEASE	4739	FP MAILING SOLUTIONS INC	RI106722876	07/21/2025	NONE	POSTAGE MACHINE LEASE	100-59010-160-000000	POSTAGE	POSTAGE MACHINE LEASE	\$ 936.00
CHECK TOTAL FOR CHECK NUMBER 192000										\$ 936.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192001; 08/01/2025; Outstanding; null										
	4763	PRINTING UNLIMITED	72859	07/01/2025	FINANCE		100-53032-130-0000 00	OUTSIDE PRINTING	FY 2024 ACFR COVERS & TABS	\$ 252.38
CHECK TOTAL FOR CHECK NUMBER 192001										\$ 252.38

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192002; 08/01/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23834	07/22/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23861	07/20/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23877	07/24/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23876	07/23/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23873	07/23/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23869	07/23/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23863	07/20/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23900	07/27/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23899	07/27/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23886	07/23/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23874	07/23/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23896	07/24/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23894	07/24/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23902	07/26/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23895	07/26/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	527245	07/28/2025	ANIMAL CONTROL		100-53001-165-00000	MEDICAL SUPPLIES	vaccination trays	\$ 990.66

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192002; 08/01/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	527245	07/28/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	euthanasia	\$ 26.00
	4817	VETERINARY CENTER OF LIBERTY	23881	07/24/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	527245	07/28/2025	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	Donation Acct	\$ 127.29
CHECK TOTAL FOR CHECK NUMBER 192002										\$ 1,963.95
192003; 08/01/2025; Outstanding; null										
	4846	VALIDITY SCREENING SOLUTIONS	258053	07/01/2025	HR & RISK MGMT		100-55029-140-00000	RECRUITMENT EXPENSES	Background checks	\$ 412.00
CHECK TOTAL FOR CHECK NUMBER 192003										\$ 412.00
192004; 08/01/2025; Outstanding; null										
	4954	TAXPAYERS UNLIMITED INC	7.2025	07/31/2025	FINANCE		100-21020-000-00000	UNION DUES PAYABLE - FIRE	Payroll Deduction July	\$ 18.00
CHECK TOTAL FOR CHECK NUMBER 192004										\$ 18.00
192005; 08/01/2025; Outstanding; null										
	5257	NATHAN JONES	7/30/25	07/31/2025	PARKS & RECREATION		465-55056-410-00000	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	5257	NATHAN JONES	7/30/25	07/31/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 95.00
CHECK TOTAL FOR CHECK NUMBER 192005										\$ 121.00
192006; 08/01/2025; Outstanding; null										
	5394	GALL'S INC	032020987	07/24/2025	FIRE		100-59014-301-00000	CLOTHING EXPENSES	Fire uniforms	\$ 97.15
	5394	GALL'S INC	032056605	07/28/2025	FIRE		100-59014-301-00000	CLOTHING EXPENSES	Fire uniforms	\$ 210.79
CHECK TOTAL FOR CHECK NUMBER 192006										\$ 307.94

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192007; 08/01/2025; Outstanding; null										
	5470	CCL SUPPLY	S0035674	07/28/2025	FIRE		100-53014-301-0000 00	STATION SUPPLIES	Fire station supplies	\$ 567.40
CHECK TOTAL FOR CHECK NUMBER 192007										\$ 567.40
192008; 08/01/2025; Outstanding; null										
	5602	M & M GOLF CARS LLC	24663	05/23/2025	PARKS & RECREATION		461-53003-451-0000 00	RECREATION SUPPLIES	Cart Rental May 2025	\$ 400.00
CHECK TOTAL FOR CHECK NUMBER 192008										\$ 400.00
192009; 08/01/2025; Outstanding; null										
	5662	SUMNERONE INC	4332126	07/11/2025	POLICE		100-53000-501-0000 00	GENERAL SUPPLIES	Toner	\$ 94.00
CHECK TOTAL FOR CHECK NUMBER 192009										\$ 94.00
192010; 08/01/2025; Outstanding; null										
	5670	CLAYTON PAPER & DISTRIBUTION	009339	07/17/2025	FINANCE		100-13002-000-0000 00	INVENTORY-CENTRAL SUPPLY	Copy paper	\$ 912.00
	5670	CLAYTON PAPER & DISTRIBUTION	009426	07/23/2025	PARKS & RECREATION		100-53000-480-0000 00	GENERAL SUPPLIES	Paper Order 7/18/25	\$ 161.42
	5670	CLAYTON PAPER & DISTRIBUTION	009426	07/23/2025	PARKS & RECREATION		465-53000-420-0000 00	GENERAL SUPPLIES	Paper order 7/18/25	\$ 234.48
CHECK TOTAL FOR CHECK NUMBER 192010										\$ 1,307.90
192011; 08/01/2025; Outstanding; null										
	5709	UTILITY SERVICE CO INC	629322	07/01/2025	UTILITIES		590-57008-802-0000 00	WATER TOWERS MAINTENANCE	Gordon Tower - Quarterly	\$ 16,289.59
CHECK TOTAL FOR CHECK NUMBER 192011										\$ 16,289.59
192012; 08/01/2025; Outstanding; null										
	5803	JASON WHITECK	8/12-8/16/2025	07/07/2025	FINANCE		100-54004-303-0000 00	TRAINING COSTS	FRI Conf	\$ 360.00
CHECK TOTAL FOR CHECK NUMBER 192012										\$ 360.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192013; 08/01/2025; Outstanding; null										
	5837	CHRIS YOUNG	8/10-8/15/2025	05/21/2025	FINANCE		100-54004-300-000000	TRAINING COSTS	FRI Conf	\$ 418.00
CHECK TOTAL FOR CHECK NUMBER 192013										\$ 418.00
192014; 08/01/2025; Outstanding; null										
	5921	FLEX MADE EASY	LIB JUL 2025	07/29/2025	FINANCE		100-55044-140-000000	MISCELLANEOUS FEES	Flex Spending Acct Fees - July	\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 192014										\$ 50.00
192015; 08/01/2025; Outstanding; null										
tourism grant for speakers fee and museum promotions	5965	CLAY CO MUSEUM & HISTORIAL SOC	CCM032025	07/02/2025	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Reimbursement for Tourism Grant - March	\$ 196.10
tourism grant for speakers fee and museum promotions	5965	CLAY CO MUSEUM & HISTORIAL SOC	CCM032025	07/02/2025	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Reimbursement for Tourism Grant - January	\$ 1,197.22
tourism grant for speakers fee and museum promotions	5965	CLAY CO MUSEUM & HISTORIAL SOC	CCM032025	07/02/2025	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Reimbursement for Tourism Grant - February	\$ 141.00
CHECK TOTAL FOR CHECK NUMBER 192015										\$ 1,534.32
192016; 08/01/2025; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4242490	07/17/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 489.10
CHECK TOTAL FOR CHECK NUMBER 192016										\$ 489.10

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192017; 08/01/2025; Outstanding; null										
Mowing Week of 7.14.25	6136	KITCHS LAWNCARE & LANDSCAPING	3074	07/15/2025	CEMETERY MNTCE-PO	Mowing Week of 7.14.25	247-57024-204-0000 00	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	\$ 2,310.00
Mowing Week of 7.28.25	6136	KITCHS LAWNCARE & LANDSCAPING	3079	07/29/2025	CEMETERY MNTCE-PO	Mowing Week of 7.28.25	247-57024-204-0000 00	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	\$ 2,310.00
Mowing Week of 7.21.25	6136	KITCHS LAWNCARE & LANDSCAPING	3075	07/23/2025	CEMETERY MNTCE-PO	Mowing Week of 7.21.25	247-57024-204-0000 00	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	\$ 2,310.00
CHECK TOTAL FOR CHECK NUMBER 192017										\$ 6,930.00
192018; 08/01/2025; Outstanding; null										
Aviara Development	6287	ROUSE FRETS WHITE GOSS GENTILE	100086791	05/23/2025	ECO/DEVO SALES TAX		354-55018-110-00000 0	OTHER MISC FEES	Aviara Development Legal	\$ 72.25
CHECK TOTAL FOR CHECK NUMBER 192018										\$ 72.25
192019; 08/01/2025; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0003004061	07/28/2025	FIRE		100-53009-302-0000 00	CHEMICALS	Fire oxygen	\$ 4.95
CHECK TOTAL FOR CHECK NUMBER 192019										\$ 4.95

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192020; 08/01/2025; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	14474	07/24/2025	FIRE		100-55025-300-0000 00	PEST CONTROL/ MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	14473	07/24/2025	FIRE		100-55025-300-0000 00	PEST CONTROL/ MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	14472	07/24/2025	FIRE		100-55025-300-0000 00	PEST CONTROL/ MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	14466	07/24/2025	PUBLIC WORKS		100-57019-203-0000 00	BUILDING MAINTENANCE	ST Pest Control July 2025	\$ 43.00
	6333	PROFESSIONAL PEST SOLUTIONS	14465	07/24/2025	PARKS & RECREATION		465-57019-420-0000 00	BUILDING MAINTENANCE	Quarterly billing facility pest control	\$ 131.00
	6333	PROFESSIONAL PEST SOLUTIONS	14468	07/24/2025	PARKS & RECREATION		461-59026-451-0000 00	MISCELLANEOUS EXPENSES	Pest Control	\$ 50.00
	6333	PROFESSIONAL PEST SOLUTIONS	14470	07/24/2025	ANIMAL CONTROL		100-57019-165-00000 0	BUILDING MAINTENANCE	Monthly Pest Control Service	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 192020										\$ 374.00
192021; 08/01/2025; Outstanding; null										
Garrison School Street Lighting Design-build project with Bl	6424	BLACK & MCDONALD ELECTRIC LLC	76-1817558	07/29/2025	PUB WRKS-PO		100-59026-160-0000 00	MISCELLANEOUS EXPENSES	Design-build maximum amount for design, supply, installation of street lighting	\$ 99,750.00
CHECK TOTAL FOR CHECK NUMBER 192021										\$ 99,750.00
192022; 08/01/2025; Outstanding; null										
Water leak tabs	7116	NEW RESOURCES GROUP INC	00054689	07/25/2025	FINANCE		590-53032-131-0000 00	OUTSIDE PRINTING	Water leak tabs	\$ 425.08
CHECK TOTAL FOR CHECK NUMBER 192022										\$ 425.08

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192023; 08/01/2025; Outstanding; null										
3-0468-0011069	8397	REPUBLIC SERVICES #468	JULY 2025	07/30/2025	NONE		595-55032-205-000000	REFUSE COLLECTION FEES	Solid Waste Collection	\$ 127,140.00
3-0468-0011069	8397	REPUBLIC SERVICES #468	JULY 2025	07/30/2025	NONE		595-55032-205-000000	REFUSE COLLECTION FEES	Recycling Collection	\$ 78,240.00
CHECK TOTAL FOR CHECK NUMBER 192023										\$ 205,380.00
192024; 08/01/2025; Outstanding; null										
	999999	Chris Stratton	2518459	07/27/2025	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Softball Refund	\$ 130.00
CHECK TOTAL FOR CHECK NUMBER 192024										\$ 130.00
192025; 08/01/2025; Outstanding; null										
	999999	Brant Campbell	2518476	07/27/2025	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Softball Refund	\$ 130.00
CHECK TOTAL FOR CHECK NUMBER 192025										\$ 130.00
192026; 08/01/2025; Outstanding; null										
	999999	David Strehlow	2519386	07/28/2025	PARKS & RECREATION		465-44043-000-000000	SENIOR - MONTHLY	Moved	\$ 118.75
CHECK TOTAL FOR CHECK NUMBER 192026										\$ 118.75
192027; 08/01/2025; Outstanding; null										
	999999	Becky Ugbaja	2520819	07/29/2025	PARKS & RECREATION		465-44086-000-000000	COMMUNITY PROGRAMS	Not attending	\$ 35.00
CHECK TOTAL FOR CHECK NUMBER 192027										\$ 35.00
192028; 08/01/2025; Outstanding; null										
	999999	Chris Smith	2520825	07/29/2025	PARKS & RECREATION		461-44079-000-000000	YOUTH SPORTS LEAGUES	Registered wrong person & overpaid	\$ 181.00
CHECK TOTAL FOR CHECK NUMBER 192028										\$ 181.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192029; 08/01/2025; Outstanding; null										
	999999	Megan Taylor	2522030	07/30/2025	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Softball Refund	\$ 131.00
CHECK TOTAL FOR CHECK NUMBER 192029										\$ 131.00
192030; 08/01/2025; Outstanding; null										
	999999	Lauren Shoener	2522032	07/30/2025	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Softball Refund	\$ 130.00
CHECK TOTAL FOR CHECK NUMBER 192030										\$ 130.00
192031; 08/01/2025; Outstanding; null										
	999999	JULIE DEITCHLER	2522033	07/30/2025	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Softball Refund	\$ 130.00
CHECK TOTAL FOR CHECK NUMBER 192031										\$ 130.00
192032; 08/01/2025; Outstanding; null										
	999999	STEFAN BUSHEY	2522090	07/30/2025	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Softball Refund	\$ 130.00
CHECK TOTAL FOR CHECK NUMBER 192032										\$ 130.00
192033; 08/01/2025; Outstanding; null										
	999999	JOEL GLEASON	JOEL GLEASON	07/29/2025	FINANCE		590-20019-000-000000	WATER REFUNDS	UNCLAIMED PROPERTY-REFUND	\$ 94.26
CHECK TOTAL FOR CHECK NUMBER 192033										\$ 94.26

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192034; 08/01/2025; Outstanding; null										
	204	CITY OF LIBERTY PETTY CASH	FINANCE0730 25	07/30/2025	FINANCE		100-54004-501-0000 00	TRAINING COSTS	Bodenhamer Training Range Fee	\$ 50.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE0730 25	07/30/2025	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	Jim Martin MOPCA Conf	\$ 135.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE0730 25	07/30/2025	FINANCE		100-54000-115-0000 00	TRAINING TRAVEL	Tom McGiffin MMACJA	\$ 125.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE0730 25	07/30/2025	FINANCE		247-22005-000-0000 00	PREPAYMENT- RECORDING FEES	Cemetery Deeds	\$ 192.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE0730 25	07/30/2025	FINANCE		460-54003-400-0000 00	MEALS PER DIEM	BJ Staab Athco- Landscae Structure Play tour	\$ 102.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE0730 25	07/30/2025	FINANCE		100-54000-170-0000 00	TRAINING TRAVEL	Brian Lomas ESRI User Conf	\$ 54.51
	204	CITY OF LIBERTY PETTY CASH	FINANCE0730 25	07/30/2025	FINANCE		100-54000-170-0000 00	TRAINING TRAVEL	Joe Phillips Training Conf	\$ 94.89
	204	CITY OF LIBERTY PETTY CASH	FINANCE0730 25	07/30/2025	FINANCE		100-55007-501-0000 00	TESTING FEES	Anderson Drone Test	\$ 175.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE0730 25	07/30/2025	FINANCE		100-57001-501-0000 00	VEHICLE FUEL	Smithmier Gas	\$ 30.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE0730 25	07/30/2025	FINANCE		100-53018-502-0000 00	SWAT TEAM SUPPLIES	Mulch Bottle Water	\$ 17.45
	204	CITY OF LIBERTY PETTY CASH	FINANCE0730 25	07/30/2025	FINANCE		100-54001-501-0000 00	REGISTRATION FEES	Snider Academy Fingerprints	\$ 44.75
	204	CITY OF LIBERTY PETTY CASH	FINANCE0730 25	07/30/2025	FINANCE		100-57009-501-0000 00	VEHICLE MAINTENANCE	Corum Vehicle Licensing	\$ 17.08
CHECK TOTAL FOR CHECK NUMBER 192034										\$ 1,037.68
192035; 08/01/2025; Outstanding; null										
	932	BRITTANY LEAP	8/10-8/13/20 25	07/23/2025	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	CIT Conf	\$ 234.00
CHECK TOTAL FOR CHECK NUMBER 192035										\$ 234.00

**Voided checks present and it may affect total amount calculations

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192036; 08/01/2025; Outstanding; null										
	5340	DUSTIN PADDACK	8/12-8/15/2025	07/23/2025	FINANCE		100-54004-303-000000	TRAINING COSTS	Fire Marshal Conf	\$ 238.00
CHECK TOTAL FOR CHECK NUMBER 192036										\$ 238.00
Grand Total:										\$ 468,433.36

Notes :

- (a) Negative numbers are displayed in parentheses.
- (b) The filter parameters selected at the time of report submission are printed in the header section.
- (c) **Voided checks present and it may affect total amount calculations.

**Voided checks present and it may affect total amount calculations



CITY COUNCIL ACTION REPORT

Meeting Date: August 11, 2025

A/R No.: 2025-225

Department: Utilities

Submitted By: Micah Hollingsworth, Water
Plant Crew Leader

Subject: Ordinance approving an agreement for the purchase of Decision Blue software for process changes and chemical adjustments at the water treatment plant from Fontus Blue in an amount not to exceed \$20,000.00

Summary:

- Decision Blue is software designed to help water treatment plants optimize chemical usage, track and trend usage, and provide insight to inform decision-making on process changes and chemical adjustments.
- With this software, the goals are to reduce chemical costs and improve our data and knowledge of the process.
- Fontus Blue was founded in Ohio in 2017 and has supported hundreds of water treatment plants in 15 states.
- The total annual cost is normally \$24,000 per year (\$2,000 per month), but as the company's first customer in Missouri, Fontas Blue is providing two free months of service.
- The total cost for the City of Liberty agreement is \$20,000 for one year.

Background:

The Utilities Department is committed to doing their jobs as efficiently and as effectively as possible. The purpose of purchasing this software is to give staff a proven tool to help them perform their everyday functions better. Chemical costs have been increasing more and more every year. The cost of purchasing lime has increased more than 60% over the last five years and that trend is most likely to continue. Having a software tool to use in-house, along with support from water experts provided by Fontus Blue, we can optimize our process and hopefully reduce cost while, at the same time, producing a better quality of water.

The software has a virtual jar tester. Jar tests are widely used in water treatment plants to find the optimum chemical dose. This is traditionally done by evaluating five different potential doses in jars and doing tests to compare the results. Being able to set this up virtually means you can run multiple tests in the time it would take you to do one normally. The software also graphs your results and records your historical data so that it can use that data to forecast future dosing needs and water quality changes so that the operator can use that information to make a more informed decision on how to operate the water treatment plant.

This contract is for one year. Staff will evaluate the value of the software to determine if continued use of the software is beneficial.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: 590-57030-802	Amount: \$20,000.00
	Line Item:	
	Funding Source: Water Fund Balance	Amount: \$20,000.00

Attachments:

1. Ordinance for Fontus Blue 2025
2. Fontus Blue Contract 2025 Draft v2 Signed
3. Fontus Blue _ Decision Blue - City of Liberty WTP_ MO

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT FOR THE PURCHASE OF DECISION BLUE SOFTWARE FOR PROCESS CHANGES AND CHEMICAL ADJUSTMENTS AT THE WATER TREATMENT PLANT FROM FONTUS BLUE IN AN AMOUNT NOT TO EXCEED \$20,000.00

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an ordinance approving an agreement by and between the City of Liberty, Clay County, Missouri and Fontus Blue, Inc., 526 S. Main Street, Akron, OH 44311 for the purchase of Decision Blue software and services in an amount not to exceed TWENTY THOUSAND DOLLARS (\$20,000.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement as described in Section 1 of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

AGREEMENT FOR THE PURCHASE
of Decision Blue® & Virtual Jar® Software Service and Support Between
MAYOR, COUNCILMEN, AND CITIZENS OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI
And Fontus Blue, Inc.

THIS AGREEMENT is for the purchase of Decision Blue® & Virtual Jar® Software Service” AGREEMENT”) is made this _____ day of _____, 2025, between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and Fontus Blue, Inc. as CONTRACTOR.

In consideration of the following covenants and agreements, the City and Contractor hereby mutually agree as follows

WITNESSETH

CITY and CONTRACTOR hereby agree that this agreement includes the Fontus Blue, Inc. MSA Contract and Proposal (Appendix 1) by reference, and that the CONTRACTOR shall purchase any equipment listed in the Scope of Service, install and purchase priority equipment. Contractor agrees to pay all taxes necessary to perform work, shall provide proof of workers’ compensation coverage for any person doing the work, and shall provide proof the Contractor has a valid license that entitles the Contractor to do business within the corporate limits of the CITY.

In consideration of the following covenants and AGREEMENTs, the CITY and the CONTRACTOR agree to the following:

1. Scope
 - 1.1. Contractor Obligations
 - 1.1.1. Custom build of Virtual Jar® for chemical dosing support with:
 - 1.1.1.1 A simulation engine based on (where applicable) oxidant chemistry, coagulation chemistry, adsorption fundamentals (e.g. powdered activated and granular activated carbon), hydraulic, and physics principles.
 - 1.1.1.2. Model performance evaluation for treatment objective(s)
 - 1.1.1.3. Machine learning techniques to tune-calibrate the simulation engine
 - 1.1.1.4. Review of the optimization recommendations for various water quality scenarios
 - 1.1.2. Decision Blue® module configuration to support water quality priorities and water quality objectives
 - 1.1.3. Water quality and chemical dosing data collection and aggregation for QA/QC of current chemical dosing impact on finished water quality including:
 - 1.1.3.1 Review treatment processes
 - 1.1.3.2 Review key treatment chemicals: SDS sheets, inventory workflows, chemical costs, dosing calculations, and application points in the treatment process
 - 1.1.3.3 Review water quality levels of service
 - 1.1.4. Decision Blue Ops Meetings -
 - 1.1.4.1 Regularly scheduled sessions with the Fontus Blue™ team to conduct training and provide guided use of the software
 - 1.1.4.2 For an initial deployment of the software, these meetings are conducted the first three months until staff are adequately trained and experienced in using the software
 - 1.1.5. Meetings by Request during Office Hours with Fontus Blue™ staff, offered to all clients for open discussions concerning product use best practices and water quality optimization inquiries
 - 1.1.6. Additional Decision Blue® functionality including:
 - 1.1.6.1. Web-access for all specified users (unlimited)
 - 1.1.6.2. Access to historical data and Trends plotting capabilities
 - 1.1.6.3. File Storage
 - 1.1.6.4. Decision Blue Log for insights, actions, and outcomes
 - 1.1.6.5 Daily Reports
 - 1.2 Order of Precedence of the Agreement Documents: In the event of any inconsistency or conflict among the documents comprising this AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:
 - 1.2.6 Fontus Blue, Inc. Proposal & Master Service Agreement Contract (includes the Scope of Service)

1.2.7 Agreement Document

2. INSURANCE

2.1. The CONTRACTOR shall provide a certificate of insurance indicating general liability insurance coverage in an amount of at least \$2,000,000 per occurrence, shall name the CITY as additional insured for general liability insurance coverage and shall maintain evidence of insurance as follows:

2.1.1. Worker's Compensation meeting at least the minimum requirements of the laws of the State of Missouri, and Employer's Liability with a minimum single limit of \$1,000,000.

2.1.2. Commercial General Liability minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence.

2.1.3. Automobile Liability Insurance minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence to include premises operations and subcontractors.

2.1.4. Completed Operations and Contractual Liability are to be included under the Commercial General Liability coverage. The insurance policies, including excess liability/umbrella coverage, will have combined limits of no less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate. Environmental Impairment insurance in the amount of \$10,000,000.

3. PAYMENT

3.1. The CONTRACTOR shall submit an invoice for payment every month with a payment term of Net 30 days upon completion SERVICES, using the rates and the amounts agreed in this AGREEMENT. The CITY shall pay all invoices within 30 days after receipt of the invoice.

4. Price

4.1. The Scope letter states that the expected amount for all services shall total \$20,000.00 for 12 full months.

5. The following address is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to CITY.

Fontus Blue, Inc.
107 Ziva Drive
Greensburg, PA 15601

In witness whereof, city and contractor accept the terms and condition of this contract through their respective signatures below, as officially approved by the Liberty City Council and attested to the Deputy City Clerk on the date and year noted below:

Approved this _____ day of _____, 2025.

CITY OF LIBERTY, MISSOURI

BY _____

MAYOR

ATTEST:

DEPUTY CITY CLERK

CONTRACTOR
Fontus Blue, Inc.

BY _____

Jeff Biberdorf (Seal)
AUTHORIZED OFFICIAL

Name/Title Director of Sales - Digital Services

Attest _____

Name/Title _____

CERTIFICATE *of* SIGNATURE

REF. NUMBER
HKP5C-GGTRK-UUMQM-EARN9

DOCUMENT COMPLETED BY ALL PARTIES ON
01 AUG 2025 17:49:51 UTC

SIGNER

JEFF BIBERDORF

EMAIL
JEFF@FONTUSBLUE.COM

TIMESTAMP

SENT
01 AUG 2025 17:49:51 UTC

SIGNED
01 AUG 2025 17:49:51 UTC

SIGNATURE



IP ADDRESS
195.252.198.33

LOCATION
CARMEL, UNITED STATES





Decision Blue[®] Virtual Jar[®]
Recurring Service Proposal for the
City of Liberty WTP



This Proposal Requested by:

Andy Noll
Director of Utilities
City of Liberty WTP
101 East Kansas Street
Liberty, MO 64068

Prepared by:

Jeff Biberdorf
Director of Sales - Digital Services
Fontus Blue
526 S. Main St.
Akron, OH 44311

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Proposal

Statement of Understanding

We look forward to supporting your efforts at the City of Liberty Water Treatment Plant to optimize water treatment operations. Balancing chemical cost management, aging infrastructure, and operational efficiency is a significant challenge in today's environment.

Based on conversations with your team, the following optimization opportunities were identified:

1. Softening – Hardness Removal: Focus on lime softening optimization to manage rising chemical costs and improve hardness/alkalinity control.
2. Chemical Use Management: Track and trend lime usage to provide actionable daily and weekly process insights.
3. Inorganics Management (Iron): Support operational decisions related to high iron content in raw water and backwash optimization.

Our proposal aims to address these optimization opportunities with our Decision Blue® service, including:

- a. Virtual Jar® for daily scenario testing and forecasting of chemical adjustments.
- b. Decision Blue® Ops meetings to provide tailored support for fine-tuning plant operations.

The anticipated start date for this project is 08.12.25. Please let me know if you have any questions and we look forward to working together.

Sincerely,
Your Fontus Blue team

Business Case

The City of Liberty Water Treatment Plant is actively working to improve operational efficiency while managing the rising cost of lime, aging infrastructure, and complex water treatment processes associated with high iron content.

Current Understanding

The plant relies on groundwater with high iron levels and utilizes lime softening as the primary treatment method. The team faces variability in lime batches, calibration inconsistencies, and operational challenges related to their aging infrastructure. Additionally, they are working to fine-tune mixer speeds and filter backwash frequencies but need better process tracking to sustain improvements.

Pain Points

- **Chemical Costs:** Lime dosing accounts for approximately \$700K in annual spend, with significant opportunity to optimize.
- **Infrastructure Challenges:** Aging basins are difficult to clean and retrofit.
- **Operational Variability:** Inconsistent lime strength and batch quality complicate treatment decisions.
- **Filter Performance:** Uncertainty around optimal backwash frequency impacts overall process efficiency.
- **Iron Management:** Elevated raw water iron levels require careful treatment adjustments.

Anticipated Outcomes

- **Reduced Lime Costs:** More precise dosing can reduce chemical spending by optimizing usage without sacrificing water quality.
- **Improved Process Visibility:** Chemical trends and process KPIs will be more accessible for daily operations and long-term planning.
- **Increased Operational Confidence:** Operators can model and simulate dosing scenarios before implementing changes, reducing uncertainty.
- **Support for Future Needs:** Flexibility to expand into inorganics management and corrosion monitoring as the plant evolves.

Advanced Water Quality Measures and Predictive Insights

Unlock unique and actionable water quality measures with virtual sensors. Benefits of deploying Decision Blue virtual sensors include:

- **Early Detection and Real-Time Response:** Virtual sensors offer early detection and swift response to potential water quality issues, preventing costly corrective actions and reducing downtime.
- **Regulatory Compliance and Public Health Protection:** Continuous monitoring ensures water quality meets regulatory standards, minimizing the risk of non-compliance and protecting public health.
- **Optimized Resource Allocation and Streamlined Operations:** Predictive insights help optimize chemical usage, energy, and other resources, resulting in cost savings and improved operational efficiency. Automated assessment of water quality risks reduces the necessity for manual data review, enabling staff to concentrate on strategic tasks.
- **Scalability and Flexibility:** The system's scalable design allows for monitoring additional parameters as needed, providing a flexible solution that adapts to the utility's evolving needs.

Predictive Water Quality Forecasting and Treatment Optimization

Decision Blue offers multi-objective water quality forecasting and treatment optimization capabilities. Benefits from deploying Decision Blue Virtual Jar® include:

- **Enhanced Treatment Efficiency and Consistency:** Fine-tuning treatment strategies based on real-time data ensures consistent water quality outcomes, meeting or exceeding regulatory standards.
- **Cost-Effective Chemical Usage:** Predictive analytics and virtual jar testing enable precise chemical dosing, reducing overuse, minimizing waste, and lowering operational costs.
- **Real-Time Optimization and Adaptability:** Continuous monitoring and scenario analysis enable operators to adjust to dynamic conditions, ensuring efficient treatment processes and regulatory compliance.
- **Extended Equipment Lifespan and Resource Conservation:** Optimized processes reduce equipment wear, conserve resources, and contribute to sustainability by lowering long-term operational costs.

Water Treatment Optimization Support

Fontus Blue provides personalized coaching and support to optimize water quality processes. Benefits from working directly with our team include:

- **Tailored Training and On-the-Job Guidance:** Operators receive personalized coaching and real-time support, improving their skills and confidence in decision-making, resulting in more efficient and effective operations.
- **Access to Specialized Knowledge and Advanced Problem-Solving:** Regular coaching sessions ensure ongoing process optimization, regulatory compliance, and long-term skill development.
- **Strategic Resource Utilization:** Specialized guidance assists operators in optimizing chemical and energy usage, resulting in cost savings, reduced operational disruptions, and a supportive work environment that enhances operator satisfaction and retention.
- **Continuous Improvement and Compliance Management:** Regular coaching sessions ensure ongoing process optimization, regulatory compliance, and long-term skill development.

Scope of Service

Decision Blue® Virtual Jar® build, alignment, & implementation at your water utility including the following:

1. Custom build of Virtual Jar® for chemical dosing support with:
 - A simulation engine based on (where applicable) oxidant chemistry, coagulation chemistry, adsorption fundamentals (e.g. powdered activated and granular activated carbon), hydraulic, and physics principles.
 - Model performance evaluation for treatment objective(s)
 - Machine learning techniques to tune-calibrate the simulation engine
 - Review of the optimization recommendations for various water quality scenarios
2. Decision Blue® module configuration to support water quality priorities and water quality objectives
3. Water quality and chemical dosing data collection and aggregation for QA/QC of current chemical dosing impact on finished water quality including:
 - Review treatment processes
 - Review key treatment chemicals: SDS sheets, inventory workflows, chemical costs, dosing calculations, and application points in the treatment process
 - Review water quality levels of service
4. Decision Blue Ops Meetings -
 - Regularly scheduled sessions with the Fontus Blue™ team to conduct training and provide guided use of the software
 - For an initial deployment of the software, these meetings are conducted the first three months until staff are adequately trained and experienced in using the software
5. Meetings by Request during Office Hours with Fontus Blue™ staff, offered to all clients for open discussions concerning product use best practices and water quality optimization inquiries
6. Additional Decision Blue® functionality including:
 - Web-access for all specified users (unlimited)
 - Access to historical data and Trends plotting capabilities
 - File Storage
 - Decision Blue Log for insights, actions, and outcomes
 - Daily Reports

Implementation schedule:

1. Kick Off

- 1-hour Kickoff session between the FB Client Success team and the Client Leadership Team
- Typically scheduled within 2 weeks of contract start date

2. Data Collection

- Requested after the Client Kickoff Call or upon contract signing
- Client to send to Fontus Blue within a 2-week window of Client Kickoff Call
 - (if timeframe is not met, will delay the timeline of future steps)

3. Build

- Decision Blue build: up to 2 Weeks after the Kickoff call
- Virtual Jar Build (if applicable): up to 1 month after data is received

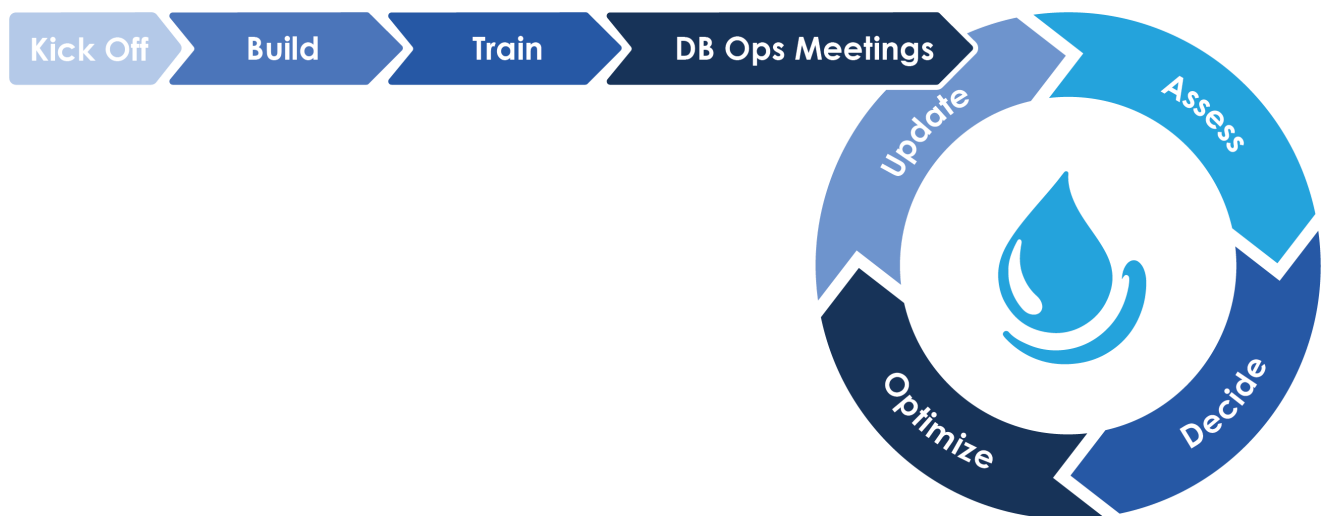
4. Training

- Varies by the number of team members requiring training
- Varies if multiple shift members require training
- Will be scheduled by Fontus Blue and set to begin after the previous step
- Fontus Blue will reach out to Client to schedule training

5. Continuous Decision Blue Ops Meetings

- Regularly scheduled Decision Blue Ops meetings for the first year, with the opportunity to shift occurrences in continuing renewals

Client is expected to provide data in a reasonable window (2 weeks) and respond in a timely manner to Fontus Blue data and training requests to keep implementation and deployment on schedule



Below is a summary of the annual charges

Decision Blue Service Summary	Monthly Price	First-Year Discounts
Virtual Sensors 1. Corrosion Sentry 2. Hardness Simulator 3. Chemical Use	\$2,000.00	-\$4,000.00
Virtual Jar 1. Lime Ratio 2. pH 3. Fe 4. KMnO4		
Virtual Support 1. Office Hours & User Training 2. File storage (SOPs etc.) 3. Data Entry Archive 4. Trends (graphing of data) 5. Key insights, actions, and outcomes logging		
	Annual Total	\$20,000.00
	Total	\$20,000.00

Acceptance

Signature is required from both Fontus Blue™ and City of Liberty WTP

IN WITNESS WHEREOF, each of the Parties hereby agree to the terms and conditions set forth in this Agreement. Both Parties by its duly authorized officer, as of the day and year set forth below.

Fontus Blue:

City of Liberty WTP:

Jeff Biberdorf
Director of Sales - Digital Services

Andy Noll
Director of Utilities

By Signing this Agreement, you also agree to Fontus Blue's MSA, which you can find below.

Payment Schedule

Payment Terms

Net 30, [Contract Timeline of August 15, 2025 - August 14, 2026](#)

Annual Charges billed on an annual, prospective basis

Billing contact name & email for City of Liberty WTP:

Appendices

About Fontus Blue™

Fontus Blue™ was founded in Akron, OH (USA) with the vision of

Excellent Drinking Water for Everyone, Every Day.

Our team is dedicated to being a trusted resource to support your staff, truly becoming an extension of your team. We are able to combine your knowledge and data with our Decision Blue® software and team expertise to create actionable insights to truly deliver excellent water to your customers.

Knowing your goal is protecting your consumer's health, we look forward to being able to work alongside you to guide the easing of regulatory burdens, drive team engagement, and optimize operational expenses.

The Fontus Promise

When following the Proven Process, we guarantee insights and water treatment optimization progress.

Proven Optimization Process



Decision Blue® Instance Examples

decisionblue

HomeDataModulesToolsLogFontus Demo SiteJeffHelp



Fontus Demo Site | CEO - Miller, Christopher | +1 (330) 697-2741 | PWSID - NA | 526 S Main St, Akron, OH - 44311

Module Summary

Automatically Refreshes in 4 minutes and 17 seconds

TOC

TOC Ratio Estimate

UV254 Removal (%)

Settled UV254

Disinfection

CT Ratio

Maximum Demand (mg/L)

DBP

THM MAX (ppb)

THM Margin (ppb)

HAA MAX (ppb)

HAA Margin (ppb)

HAB

HAB Alert Level

Total Treatable Microcystin (ppb)

Turbidity

Raw Turbidity (NTU)

Settled Turbidity (NTU)

Tap Turbidity (NTU)

Hardness

Tap Total Hardness

Softening pH

Lime Ratio

Soda Ash Ratio

Corrosion Sentry

Simulated CCPP

Lead Solubility

Copper Solubility

Chemical Use

Total Cost

Map

Schematic

Chemical Info

Hydraulics Info

Uploads

Decision Blue® homepage example (note: the exact number of modules may vary)

Virtual Jar™

Date of Test: 8/15/2022

Analysis for 8/15/2022  Water Quality Measures [Save Inputs](#)

Raw Turbidity (NTU)	Raw pH (S.U.)	Temperature (C)	Raw Alkalinity (mg/L)
2.38	7.96	23.4	103
Raw Hardness (mg/L)	Basin 1 pH (S.U.)	Raw Manganese (mg/L)	Raw UV-254 (A/cm)
118	6.7	0.242	0.183

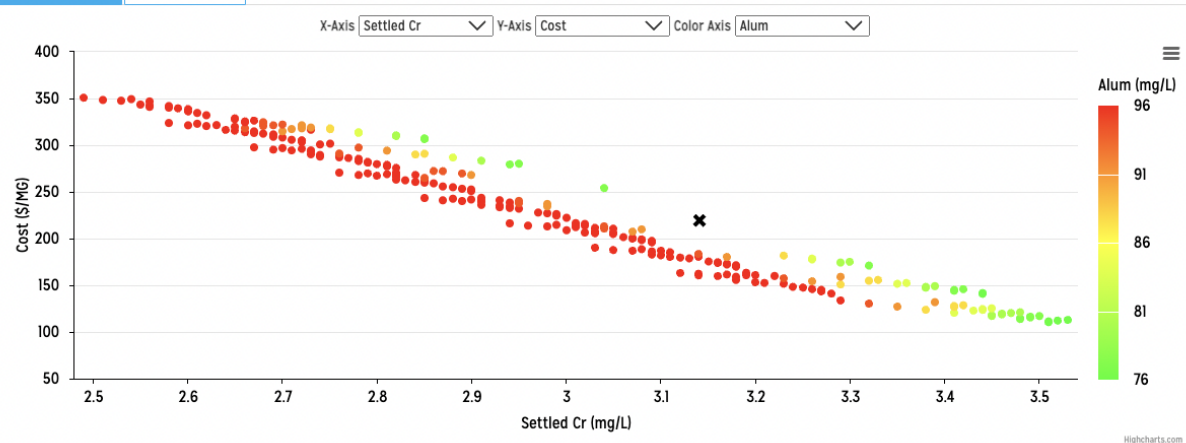
Chemical Use [Chemical Costs](#) [VS Settings](#)

KPI	Units	Current Use 	Jar 1 	Jar 2 	Jar 3 	Similar Quality	Target Quality
KMnO4	mg/L	0.9	0.9			1	1.1
ClO2	mg/L	0.8	0.8			0.9	0.6
Alum	mg/L	86	81			96	96
PAC	mg/L	8	8			5.1	10.3
Pre-Filter Cl2	mg/L	1.6	1.6			1.6	1.6

Virtual Jar™ Results [Download PDF](#) [Simulate](#)

KPI	Units	Current	Jar 1	Jar 2	Jar 3	Similar Quality	Target Quality
Cost	\$/MG	220.31	214.52	-	-	204.91	259.23
Savings	%	-	2.6	-	-	7	-17.7
Settled Turbidity	NTU	0.46	0.47	-	-	0.48	0.46
Settled Cr	mg/L	3.14	3.22	-	-	3.05	2.9
Tap Manganese	mg/L	0.022	0.022	-	-	0.022	0.022

Optimal Options [Jar Simulations](#)



Example Decision Blue® Virtual Jar® chemical dosing tool

Hardness Module

Automatically Refreshes In ~ 5 minutes and 57 seconds

08/25/2022

Key Performance Indicators (KPIs)



Tap Total Hardness
106

Softening pH
9.5

Lime Ratio
1.66

Soda Ash Ratio
1.08

Softening Performance

Raw Total Hardness	246 mg/L
Tap Hardness	106 mg/L
Hardness Removal	57 %

Softening Factors

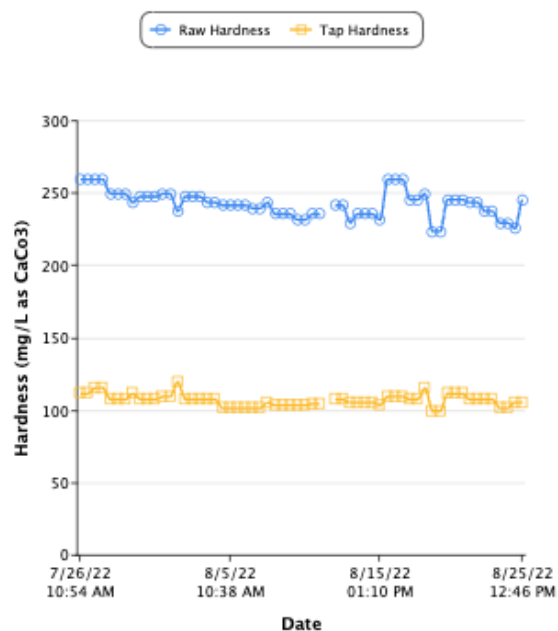
Raw Alkalinity	130 mg/L as CaCO3
Raw pH	8.4 SU
Quicklime Use	1281 lbs/day CaO
Soda Ash Dose	441 lbs/day
Ferric Use	294 lbs/day

Hardness Data



Reset

Graph Controls

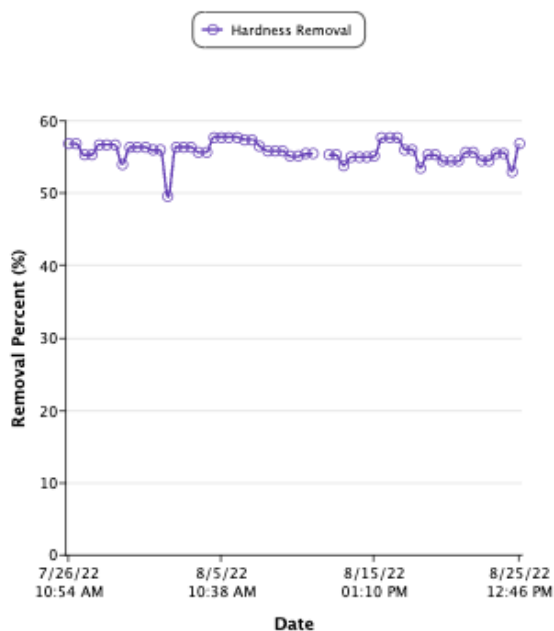


Hardness Removal



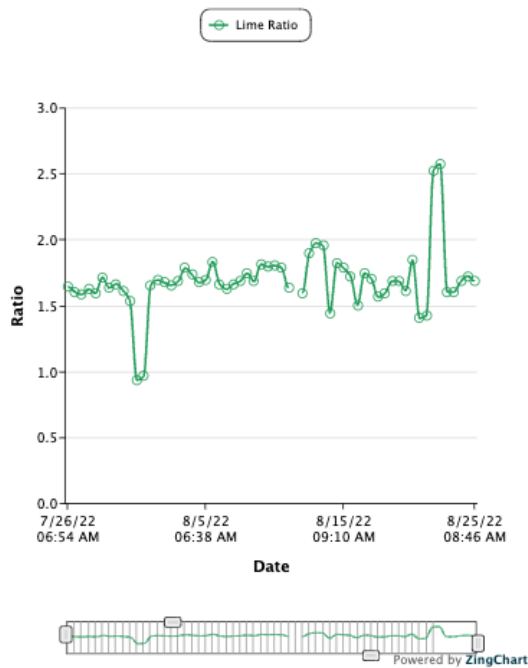
Reset

Graph Controls

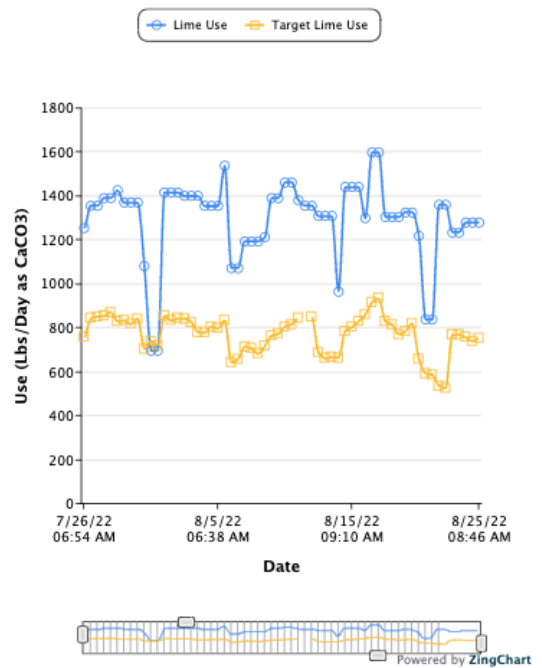


(1/2) Example Decision Blue® Hardness Solution Example

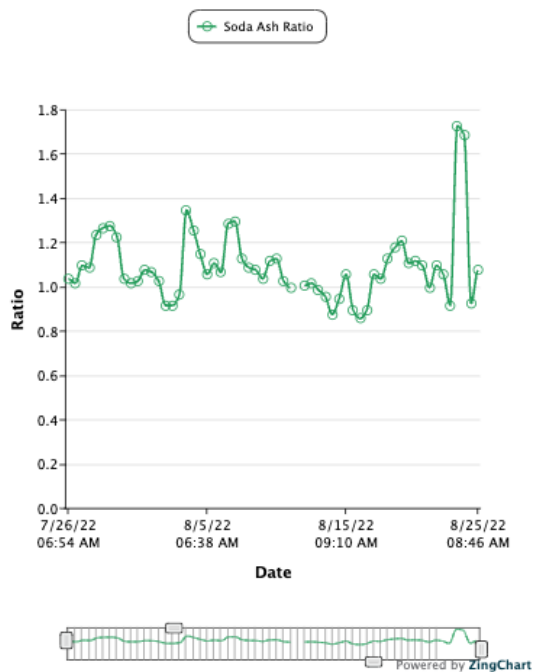
Lime Ratio [Reset](#) [Graph Controls](#)



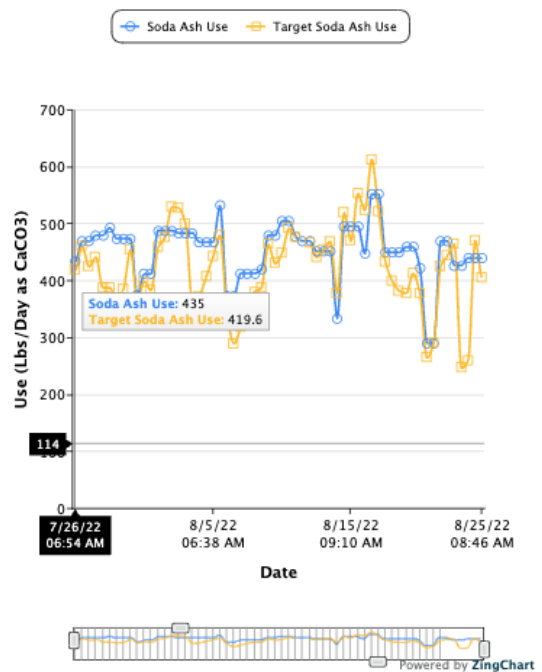
Lime Use [Reset](#) [Graph Controls](#)



Soda Ash Ratio [Reset](#) [Graph Controls](#)



Soda Ash Use [Reset](#) [Graph Controls](#)



(2/2) Example Decision Blue® Hardness Solution Example - Lime & Soda Ash Use

Corrosion Sentry

Automatically Refreshes in ~ 4 minutes and 58 seconds

03/28/2023



Key Performance Indicators (KPIs)



Simulated CCPP (mg/L)
2.6

Lead Solubility (ppb)
24

Copper Solubility (ppb)
218

Details

Tap pH 9 S.U.

Tap Alkalinity 44 mg/L

Temperature 7.9 °C

Tap Calcium Hardness 72 mg/L CaCO₃

Simulated DIC 10.15 mg/L

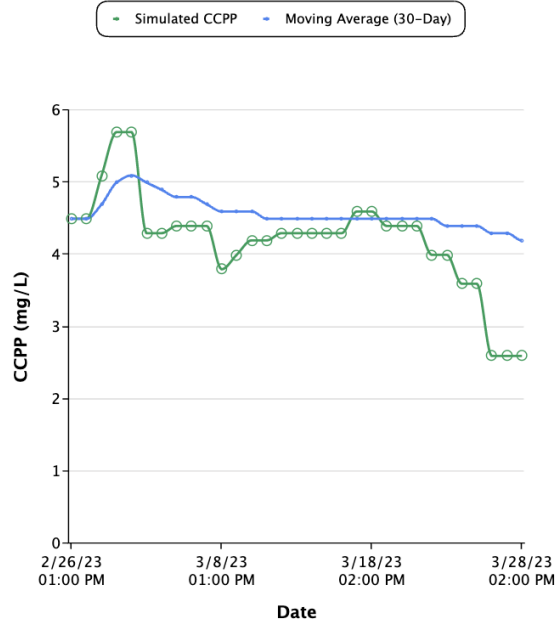
Orthophosphate 2 mg/L P₀₄

CCPP



Reset

Graph Controls



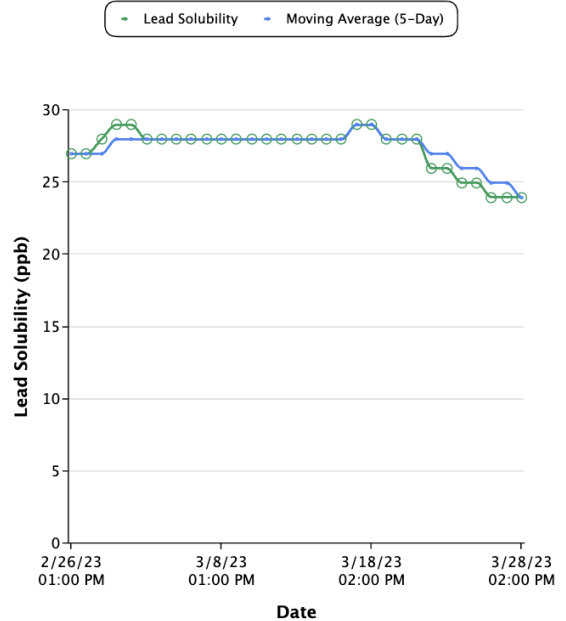
Powered by ZingChart

Lead Solubility



Reset

Graph Controls



Powered by ZingChart

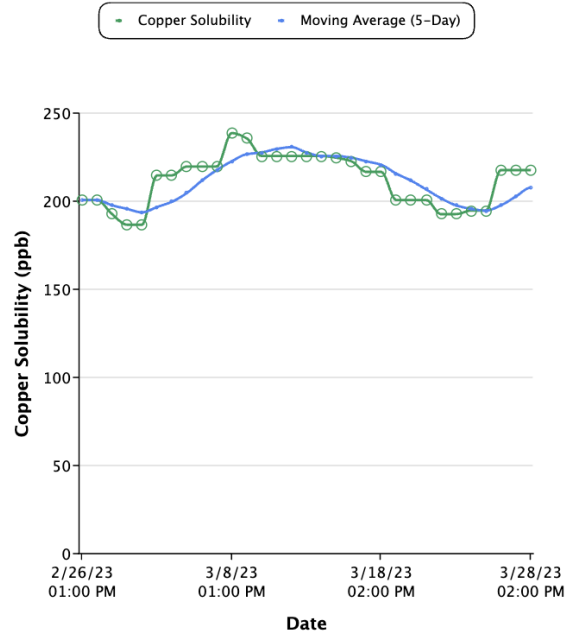
(1/2) Example Decision Blue® Corrosion Sentry Solution Example

Copper Solubility



Reset

Graph Controls

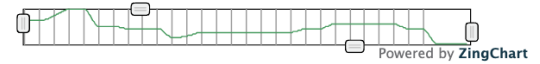
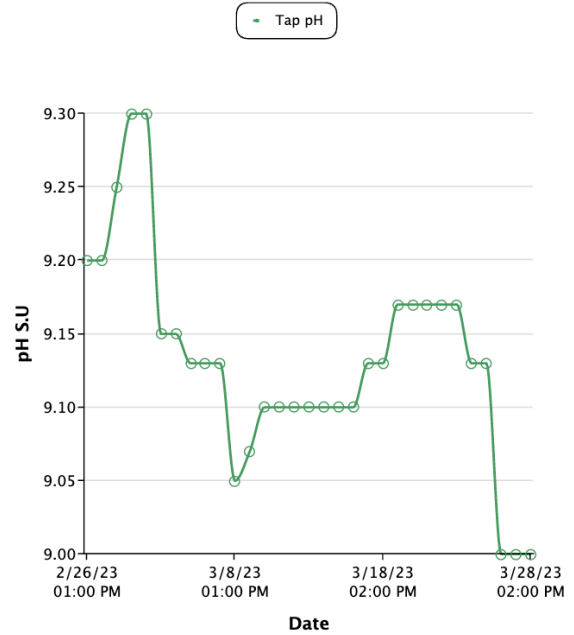


Tap pH



Reset

Graph Controls



(2/2) Example Decision Blue[®] Corrosion Sentry Solution Example

Corrosion Assessment

Date of Test: 03/20/2024

Analysis for 03/20/2024 

Locations

Site Details

Clear Inputs

Save Inputs



Inputs	Units	Water Treatment Plant - 5/24/13	326 Main Street - 4/14/2019	Median CCPP - 4/24/15	High CCPP - 4/29/15	DS14
Temperature	C					
Alkalinity	mg/L					
pH	S.U.					
Orthophosphate	mg/L as PO4					
Calcium Hardness	mg/L CaCO3					
Total Hardness	mg/L CaCO3					
Magnesium Hardness	mg/L CaCO3					

Corrosion Assessment Results

Download PDF

Simulate

KPI	Units	Plant Tap	Site 1	Site 2	Site 3	Site 4
Lead Solubility	ppb	-	-	-	-	-
Copper Solubility	ppb	-	-	-	-	-
CCPP	ppm	-	-	-	-	-

(1) Example Decision Blue® Corrosion Assesment Tool Example

Chemical Use

Automatically Refreshes In ~ 4 minutes and 49 seconds

Yesterday

02/27/2024

Key Performance Indicators (KPIs)



Total Cost (\$/MG)
516.68

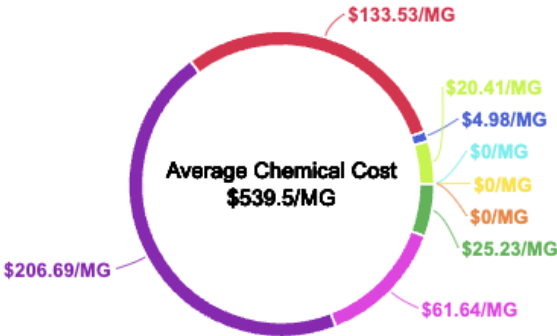
Volume Treated: 0.94 MG		Cost Details		Table Controls
Chemical Name	Quantity Used	Dose	Cost (\$/MG)	
Sodium Hypo. Use	229.3 Pound (lb)	2.69 mg/L Cl2	24.98	
Fluoride Use	36.5 Pound (lb)	1.12 mg/L	6.08	
Alum Use	384.0 Pound (lb)	29.36 mg/L	158.97	
Lime Use	1785.3 Pound (lb)	227.52 mg/L	230.35	
Soda Ash Use	360.8 Pound (lb)	45.98 mg/L	73.66	
Carbon Dioxide Use	143.8 Pound (lb)	18.32 mg/L	22.64	
PAC Use	NA	NA	NA	
KMnO4	NA	NA	NA	
Chlorine Dioxide	NA	NA	NA	

Chemical Cost Summary



Reset

Graph Controls

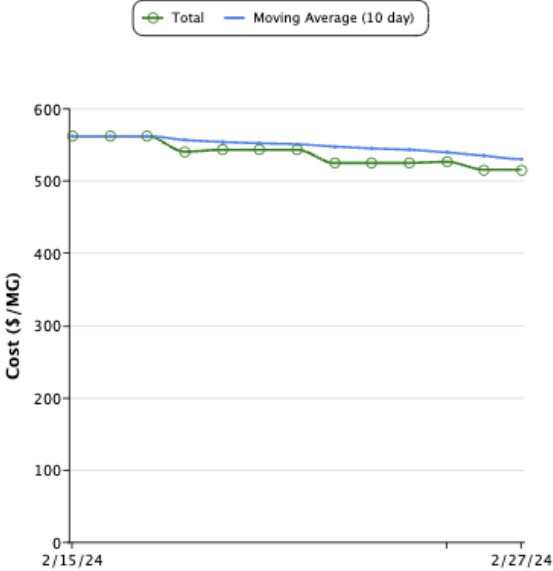


Total Chemical Cost



Reset

Graph Controls



Example Decision Blue[®] Chemical Use Solution Example

12:00 AM

12:00 AM

Date



Decision Blue® User References

Pittsburgh, PA

Conventional surface water (Allegheny River) plant with daily flow of 66 MGD.

Training and support for Virtual Jar® began in early 2023, with the goal to reduce ferric and lime use while maintaining TOC and finished turbidity goals.

Results include substantial savings achieved through Virtual Jar® support, with a projected yearly savings of approximately 15% for ferric and ~52% for lime. Combined, these percentage-based savings from Virtual Jar® support are expected to reach a total of approximately 30% savings in 2023.

Contact Personnel:

Kevin Wood

Sr. Manager, Water Quality
Email: kwood@pgh2o.com

Frank Davis

Environmental Compliance Coordinator
Email: fdavis@pgh2o.com

Mike Czypinski

Water Quality Data Manager
Email: mczypinski@pgh2o.com

Akron, OH

Conventional surface water (reservoir) treatment plant with daily flow of 30-32 MGD and multiple treatment challenges including elevated source water organic matter concentrations, algal activity, and disinfection byproducts.

Decision Blue® user starting in 2017 and active Virtual Jar® chemical dosing user since late 2019. Greater than 24% chemical use reduction documented in 2020 versus 2019 and the lowest lead results in the history of the plant in 2020.

Contact Personnel:

Matt Ebie

Utilities Chief Operator
330.678.0077 x3737
Email: mebie@akronohio.gov

Jeff Bronowski, P.E

Water Supply Bureau Manager
330.678.0077 x439
Email: jbronowski@akronohio.gov

Poland, OH

Conventional surface water (Evans Lake) and softening treatment plant with average daily flow of ~ 4 MGD and persistent harmful algal bloom (HAB) risk including elevated toxin concentrations.

Completed their Cyanotoxin General Plan in 2018 and Decision Blue® web-based customer since 2018 and active user of the HAB monitor and other water quality modules including hardness and turbidity. Greater than 10% chemical savings documented in 2019 and significantly reduced DBPs in 2020 and 2021.

Contact Personnel:

Joe Tovarnak

Production Manager

Office: 330-755-4822

Delphos, OH

Two-stage softening surface water (reservoir) treatment plant and granular activated carbon (GAC) contactors with daily flow of ~1 MGD. Treatment challenges include softening, harmful algal blooms (HABs), and disinfection byproducts.

Decision Blue® user starting in 2019 to optimize treatment for cyanotoxin removal. Added hardness, turbidity, corrosion, disinfection, DOC, and DBP monitors in 2020 to optimize organics removal and chemical costs. Extended the life of the carbon in their GAC contactors by 2 years and reduced lime and coagulant use (>10%) while maintaining water quality targets

Contact Personnel:

Todd Haunhorst

Water Superintendent

419-692-4916

Email: thaunhorst@cityofdelphos.com



Our Client Success Team



Ashley Bair, MS

Director Of
Client Success



Caleb Sprague, MS

Product
Manager



Sam Scheibler

Client Success
Manager



Matt Morgan, MS

Client Success
Manager



Marvin Gnagy, PE

Water Process
Manager



Andrew Skeriotis, PE

Water Practice
Manager

Fontus Blue: Bios & Role Descriptions

Primary Team Members:

Ashley Bair, Director of Client Success

Decision Blue Onboarding and Success Support

Ashley Bair holds a Master's Degree in Biology and is a Ph.D. candidate in Integrated Biosciences at the University of Akron. Her primary research focuses on harmful algae bloom (HAB) treatment & management. She works at Fontus Blue as the Director of Client Success and is a subject matter expert on HABs and corrosion control while supporting water treatment personnel in meeting treatment and water quality objectives.

Matt Morgan, Client Success Manager

Client Success Support

Matt Morgan is a Client Success Manager at Fontus Blue, where he leverages his expertise in biology, data analytics, and education to support water operators in optimizing chemical dosing processes. He holds a Master's of Science in Data Analytics, which he combines with a deep understanding of client needs to ensure the effective implementation and adoption of Fontus Blue's software solutions. Matt's background in education has honed his interpersonal skills, enabling him to deliver exceptional customer experiences and foster strong client relationships.

Samantha Scheibler, Client Success Manager

Client Success Support

Samantha Scheibler is a Client Success Manager at Fontus Blue, where she leverages her background in ecological research to enhance client outcomes. She holds a Bachelor of Arts in Biology from Ball State University, where she focused her studies on nutrient cycling in aquatic ecosystems. Samantha's expertise spans lotic ecosystems, marine biology, and microbiology, allowing her to bring valuable insights and proficiency to her work with clients, ensuring their success in optimizing water quality treatments.

Jeff Biberdorf, Director of Sales and Marketing

Client Sales, Kickoff, and Renewal

Jeff Biberdorf serves as the Director of Sales and Marketing at Fontus Blue. His primary focus is on expanding the company's client base and maintaining strong partnerships with utilities. He is dedicated to improving water quality and introducing technological advances in the industry. Throughout his career, he has led educational sessions on water regulations for rural water associations at the state and national level, emphasizing practical technology-driven solutions for the sector.

Supporting Team Members:

Marvin Gnagy, Water Process Manager

Consulting Engineer Support

Marvin Gnagy, PE is a certified water operator and a registered professional engineer with 46 years of experience in water unit processes, treatment operations, and distribution system operations. He has a Bachelor of Science Degree in Chemical and Environmental Engineering and has been a long-time water process instructor, operations consultant, and optimization specialist. Marvin's work has been recognized both locally and nationally earning awards for his work in helping water systems achieve compliance and in improving treatment plant performance. Marvin currently serves as Water Process Manager for Fontus Blue, Inc.

Andrew Skeriotis, Water Practice Leader

Consulting Engineer Support

Mr. Skeriotis, PE, specializes in water and wastewater treatment plant design, optimization, and regulations. Throughout his career as a consultant, his design experiences include simple chemical feed system upgrades to greenfield designs. He has worked with small rural utilities up to the largest utilities in the country and was involved in all aspects of the projects including master planning, basis-of-design development, preliminary and detailed design, quality control/quality assurance, and construction administration. Mr. Skeriotis has also performed numerous studies including conducting bench and full-scale pilots for treatment optimization, BioWin, ENR/A2O simulations, coagulation and polymer addition, disinfection, nutrient removal, and sludge settling/thickening/dewatering.

Chemical Cost Cutting Yields Big Results for the City of Akron

Known as the Rubber Capital of the World, Akron is Ohio's fifth largest city and has a long tradition of innovation and civic engagement. The City of Akron Water Supply Bureau has a similar vaunted history, and it produces and delivers roughly 35 million gallons of water per day (MGD) to roughly 300,000 customers in the city and surrounding areas.

Akron continually invests in its water system to consistently meet or exceed Federal and State drinking water standards. Its plant draws water from the protected watershed of the Upper Cuyahoga River and is a "conventional" surface water treatment plant with coagulation/flocculation/filtration for particle removal and chlorine addition for disinfection. Specific chemicals used in various combinations to meet their treatment goals include potassium permanganate, chlorine dioxide, powder activated carbon (PAC), alum, and sodium hypochlorite.

Matt Ebie, utilities chief operator with the Water Supply Bureau, has led the team that produces the water, and has kept his eye out for innovations to improve plant performance. "One of the tools we use to reduce organics and control disinfection by-products is powdered activated carbon (PAC)," he says. PAC is dosed ahead of the filters to remove

organic compounds or DBP precursor material prior to disinfection.

Beginning in 2015, a partnership with Dr. Chris Miller, a professor from the University of Akron's Department of Civil Engineering, alerted the Water Supply Bureau that it may need to look at its PAC in a new light.

Like hypo [sodium hypochlorite] and caustic, Akron Water treated PAC as a commodity. But University of Akron research showed that different PAC products had different efficiencies depending on the specific composition of the organic matter in the water. "No two carbons are the same," notes Miller.

On the advice of Miller, Akron purchased a fluorescence spectrophotometer to precisely measure the type of organics in the water, and Miller's research team conducted experiments to verify that the different PAC products had different treatment efficiencies.

Miller's analyses were immediately convincing. One PAC product stood

out from the rest as having the highest efficiency with Akron's raw water. But Akron had a problem – its procurement of PAC was based on price alone. Miller and his researchers helped Akron Water produce a detailed analysis that calculated the value of each PAC product based on both its cost and its treatment efficiency.

"Our PAC selection process is now performance and cost based," explains Ebie. "Bidders get an equal opportunity – they provide samples and we run them through a test procedure using the fluorescence spectrophotometer and the testing software developed by Miller. We can normalize the price to performance. I now have a nice, documented process for the purchase decision I make."

Developing a Treatment Strategy

Having identified the best value in PAC options for Akron, Ebie and his team turned to improving plant performance with respect to disinfection byproducts (DBPs). "DBPs are our greatest challenge, so we wanted to optimize treatment for that first," says Ebie.

By 2017, Miller had launched Fontus Blue, Inc., with the goal of developing software tools to help operators improve treatment plant performance and efficiency. One early software product was called Virtual Jar. Virtual Jar takes in water chemistry and chemical use data from the treat-





As the Akron team continued to refine its treatment strategies, it discovered that optimal treatment resulted in less chemical use than they had previously relied upon. Filter performance was also substantially improved.

ment plant. Using advanced mathematics based on artificial neural networks (ANNs), it can accurately forecast treatment process performance for turbidity and organics removal.

Up to that time, Akron Water operators based their chemical dosing on the performance of their filters. Instead, Virtual Jar utilized other parameters including settled turbidity and fluorescence measures. Virtual Jar allowed Ebie and his team to “experiment” with different combinations of alum and other chemicals on a computer and arrive at an optimal treatment strategy to simultaneously remove turbidity for filter performance and minimize DBPs. “The software tool predicted settled turbidity, DBPs and cost. That really impressed us,” says Ebie.

The implementation team for Virtual Jar consisted, at first, of Ebie and two other process control team members who met with Fontus Blue monthly to explore treatment scenarios on the computer and come up with recommendations to the operations supervisor. With time, as the operators grew more confident in the predictions from Virtual Jar, more people joined the planning calls with Fontus Blue, and the calls became more frequent.

“Many of our operators started with a ‘we’ve already done it this way’ mentality,” notes Ebie, adding that there was some concern at the outset that a software model would simply be used to shave alum dosing to save money. “There was a bit of fear that you’d just look at cost and sacrifice water quality. But at our treatment facility, quality comes first.”

But sometimes, the best treatment scenarios use less chemical.

As the Akron team continued to refine its treatment strategies, they discovered that the optimal treatment resulted

in less chemical use than they had previously relied upon. Furthermore, filter performance was substantially improved. Filter run times in the summer often dropped significantly relative to those in winter months.

“It used to be that an operator would see filter runs drop and turbidity rise, and they’d test an alum adjustment on two basins,” recalls Ebie. This manual approach to alum optimization usually took several days and a lot of work. “But once we had Virtual Jar, there was no guesswork anymore. Once we saw the water quality improvement, and also the improved filter runs, adoption took off across the organization,” he says.

Optimizing for Lead & Disinfection Byproducts

The City of Akron Water Supply Bureau has utilized a corrosion control strategy in place for a long time. Akron began to remove lead service lines 60 years ago that, at the outset, numbered as high as 40,000. “Akron was way ahead of the curve,” Ebie says of lead service line replacement. Today, the city has fewer than 4,000 lead service lines in the ground and more are removed every year.

Akron’s corrosion control consisted of a constant dose of zinc orthophosphate and maintaining a system pH of around 7.3. But with the success using Virtual Jar to reduce DBPs and improve plant performance, Ebie and the team were curious: Why is the ortho set at this level? Was there anything they could do to improve lead performance in the distribution system further?

“Ortho tends to be ‘set-and-forget’ it,” says Ebie. “But, would more be better? Would pH adjustment improve things? We just didn’t know.”

The Fontus Blue team returned with a new tool, the Corrosion Sentry. Corrosion Sentry utilizes advanced chemical models and proprietary insights to optimize orthophosphate addition and distribution system pH. It can be applied to system-wide analyses as well as predicting lead risk in premise plumbing.

It is well known that higher pH tends to reduce corrosivity and lower rates of lead release in the distribution system. But higher pH also increases the production of trihalomethanes, the most common disinfection byproduct. Systems attempting to reduce lead levels while simultaneously managing DBPs can be caught in a Catch-22: as one makes improvements in one water quality variable, you lose ground in the other.

Ebie and the Akron team then discovered the power of simultaneous optimization. By combining the software tools for DBP management with the tools for optimizing corrosion control, the team discovered they could avoid the Catch-22 and develop an overall optimum treatment plant that delivered improvements in both DBPs and lead. “It’s the best results we’ve ever had for lead,” says Ebie.

Human-Assisted AI Can Optimize Treatment & Reducing Costs

The best news came in 2020. In an otherwise challenging year, the Akron water team continued to refine its treatment operations using Fontus Blue’s Decision Blue toolbox. In 2020, Akron not only reduced lead to historically low levels and reduced DBPs, but the optimized use of chemicals resulted in a savings of \$1.2 million for the city and a 25 percent overall reduction in chemical cost of treatment per million gallons.

“This is a fantastic tool,” says Ebie. “It helps operators arrive at a decision – not dictating one.”

The City of Akron is now allowing water treatment professionals from other cities in Ohio to sit in on their weekly calls with the Fontus Blue team. By giving others a glimpse of how the Akron team has integrated this powerful new tool into their daily operations, they hope to promote “best water practices” for their colleagues serving other communities. 🌟



This article was compiled by WF&M staff with input from Dr. Chris Miller, founder of Fontus Blue. Miller is an associate professor in the civil engineering department at the University of Akron and a registered professional engineer.

Real UV254 Meter

P SERIES



Features & Benefits

- Easy to use with fast 90 second warm up time
- Measures in UVT or UVA with simple toggle feature
- Accurate and precise results within seconds
- No zeroing to DI water before each test
- Rugged for field testing with optional Battery Pack
- Wastewater to high purity test ranges

Overview

The UV254 portable field meters from Real Tech lead the way in organics testing. Benefiting from Spilt-Sense technology, the instruments have a unique memory calibration feature that allow the meters to be used for an extended period of time before DI calibration is required. Operation is straight forward with accurate and repeatable results obtained in seconds. An optional Battery Pack allows for sampling anywhere, anytime giving the user true portability.

Models & Range

P series models include UV254 portable field meter, sampling cuvette, wall adapter and car adapter.

MODEL #	PATH LENGTH	UVT (%)	UV254 (cm ⁻¹)
P050	1 mm	0 - 100	0 - 20
P100	2 mm	0 - 100	0 - 10
P110T	2 mm and 10 mm	0 - 100	n/a
P110A	2 mm and 10 mm	n/a	0 - 10
P200	10 mm	1 - 100	0 - 2
P300	40 mm	32 - 100	0 - 0.5

- Municipal Drinking Water
- Municipal Wastewater
- Industrial Process Water
- Industrial Wastewater

Battery Pack

PRODUCT #	NAME	DESCRIPTION
UVT-068010	Battery Pack	Factory installed battery pack upgrade for UV254 P series meters, comes with battery charger.

Specifications

CHARACTERISTIC	TECHNICAL DATA
Units	cm ⁻¹ or %
Accuracy	+/- 0.5 % FS
Resolution	0.001 UVA or 0.1% UVT
Calibration	Calibration memory prevents the need to re-zero to DI water
Self-Diagnostics	Notification of system failure
Display	32 character backlit LCD
Wavelengths	253.7 nm
Light Source	Low-pressure mercury UV lamp / UV LED
Lamp Life	2 years
Dimensions	8.7"L x 7.5"W x 3.9"H (254 cu in)
Enclosure	Rugged, compact, watertight and dustproof
Electrical	12VDC 1A wall adapter (accepts 90-250 VAC 50/60Hz). 12VDC car adapter
Storage Temp.	-20 to 60°C (-4 to 140°F)
Operating Temp.	0 to 45°C (32 to 113°F)
Weight	4 lbs
Technology	Split-Sense
Warranty	2-year limited warranty

* Technical Specifications are subject to change without notice.



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REALTECH
INC.

REALTECHWATER.COM

Master Services & Software Agreement

Last Modified: September 2024

This Master Software and Services Agreement ("Agreement") is entered into upon Customer's signature of this Agreement (the "Effective Date") between Fontus Blue, Inc. with a place of business at 526 S Main Street 7th Floor, Akron, OH 44311 ("Company"), and the undersigned customer ("Customer") as noted in the Proposal (a copy of which is attached to this Agreement) ("Proposal"), with a place of business as noted on the Proposal.

1. APPLICABILITY

- 1.1. The terms and conditions of this Agreement, the Proposal, and the Order Form are the only terms that govern the provision of services by Company to Customer.
- 1.2. For so long as this Agreement is in effect, there shall be no force or effect to any terms and conditions of Customer or different or additional terms of any related purchase order issued by Customer, other than the Order Form. If there is a conflict between the terms of this Agreement and the terms of the Order Form, then the terms of this Agreement control. This Agreement may only be modified upon mutual written agreement, signed by authorized representatives of both parties.
- 1.3. This Agreement includes and incorporates the above Proposal, as well as any of Company's additional attachments or exhibits and contains, among other things, warranty disclaimers, liability limitations and use limitations.

2. SERVICES

- 2.1. Company shall provide the products and services to Customer as described in the Proposal to the extent selected in the Order Form (collectively, the "Services").

3. DEFINITIONS

The following terms used throughout this Agreement, in addition to any other capitalized and called-out terms, shall have the following meaning:

- 3.1. Order Form: The Customer's purchase order, which identifies the Services to be purchased as set forth in the Terms and Pricing section of the Proposal.
- 3.2 Commercially Reasonable: Corresponding to commonly accepted commercial practices.
- 3.3. Downtime: A period of time in which the Software fails to provide or perform its primary function(s).
- 3.4. Implementation Services: Services provided by Company related to the manipulation and migration of relevant spatial and tabular data from Customer's legacy systems into Decision Blue Software.
- 3.5. User Training: Educational workshops provided by Company to new Customers.
- 3.6. Technical Support: Advice services provided by Company to Customers who experience problems using Decision Blue Software as expected.

4. SOFTWARE SERVICES AND TECHNICAL SUPPORT

4.1. Subject to the terms of this Agreement, Company will use Commercially Reasonable efforts to provide Customer the Services.

4.2. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate and may deny sharing or licenses at its discretion.

4.3. Subject to the terms hereof, Company will provide Customer with reasonable Technical Support as defined following.

4.3.1. Support Channels: Technical support will be accessible via the following channels:

- Email: **contact@fontusblue.com**
- Online Portal: <https://www.fontusblue.com/contactfontus>

4.3.2 Response Time:

Upon receipt of a support request, the Company commits to acknowledging the request within 36 hours. Resolution times will vary based on the nature and complexity of the issue, but the Company endeavors to resolve all issues in a timely and efficient manner.

4.3.3 Issue Severity Levels: Issues will be categorized based on severity levels:

- Critical: System down or major malfunction affecting all users. Response within 2 hours.
- High: Major functionality is impacted or significant performance degradation is experienced. Response within 2-4 hours.
- Medium: Minor functionality issues or partial non-critical feature failures. Response within 8 hours or by next business day.
- Low: General usage questions or minor inconveniences. Response within 36-48 hours.

4.3.4. Maintenance & Updates: Company will periodically perform maintenance and updates to the Software. Clients will be notified in advance of any scheduled maintenance that might impact service availability.

4.3.5. Limitations: Technical support does not cover issues arising from modifications to the Software not made by the Company, use of the platform in a manner not recommended or documented, external factors beyond the Company's control, such as internet connectivity issues.

4.3.6. Feedback & Continuous Improvement: The Company values feedback from its clients and will use it to continuously improve its support services and the Software.

4.4. Company represents, covenants, and warrants that Company will comply with all applicable laws and regulations in providing the Services.

4.5. Privacy and Security Measures. Company represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Customer Data. Company shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.

5. CUSTOMER OBLIGATIONS, RESTRICTIONS AND RESPONSIBILITIES

5.1. Subject to the confidentiality obligations set forth in Section 6, Customer will provide information to the Company upon Company's reasonable request or as otherwise needed for the purposes of the Company performing the Services. Customer may provide Company access to its systems as needed for Company to perform the Services as reasonably requested, provided Company agrees to Customers IT Systems Access Agreement terms and conditions.

5.2. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. Anything to the contrary notwithstanding, Customer shall be permitted to share information, including providing printed copies of reports, maps, and data, from the Software. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Initial Service Term (and Renewal Term, as applicable) only in connection with the Services.

5.3. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software is a "commercial item" and according to DFAR section 252.2277014(a)(1) and (5) is deemed to be "commercial computer software." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

5.4. Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations.

5.5. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services (including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files in the custody and control of Customer.

5.6. If Customer fails to comply with or otherwise perform its obligations under this Agreement, or if the Company is prevented or delayed in its performance by any act or omission of Customer or its agents, subcontractors, consultants, or employees, the Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such failure, prevention, or delay.

6. CONFIDENTIALITY; PROPRIETARY RIGHTS

6.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose confidential, business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes customer information and all non-public data provided by Customer to Company to enable the provision of the Services (together with Proprietary Information, "Customer Data").

6.2. By entering into this Agreement, Customer confirms that Customer has full authority and release to provide Company with Customer Data or otherwise use Customer Data in connection with the Services. Company shall be responsible for maintaining the confidentiality and security of all such Customer Data.

6.3. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information.

6.4. Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

6.5. Notwithstanding anything to the contrary in this Section 6, Company shall have the right to collect and analyze Customer Data, data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, (ii) to disclose such data solely in aggregate or other de-identified, anonymized or pseudonymized form to affiliates of Company, including any future subsidiary, sister, parent, or holding companies, (iii) share and disclose Customer Data, data and other information collected by the Company in the course of providing the Services with third parties if necessary to provide the Services (provided such third party is advised the Customer Data must be held confidential on terms substantially similar to those in this Section 6), and (iv) to third-parties not affiliated with Company or for marketing purposes, disclose such data solely in aggregate or other de-identified, anonymized or pseudonymized form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

7. PAYMENT OF FEES

7.1. Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the “Fees”). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or any Renewal Term, upon written notice at least sixty (60) days prior to the end of the term then in effect. Notice of price changes may be sent via email to the same email address the monthly invoices are sent to. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than sixty (60) days from the date the invoice is received in order to receive an adjustment or credit. Inquiries should be directed to Company’s customer support department at **contact@fontusblue.com**.

7.2. Full payment for invoices issued by Company must be paid according to the invoice terms set forth on the Proposal or, if no invoice terms are set forth on the Proposal, then on the Order Form. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

7.3. Customer shall be responsible for all taxes associated with Services other than U.S. Taxes based on Company’s net income.

8. TERM AND TERMINATION

8.1. Initial Service Term and Renewal Term(s). Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of one year (each a “Renewal Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

8.2. Termination for Breach; Remedies. In addition to any other remedies it may have, either party may also terminate this Agreement if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days of receiving notice of its alleged breach from the other party. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of sixty (60) days, but thereafter Company shall delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Company prior to the effective date of termination or otherwise due under this Agreement. Not in limitation of any other remedies that may be available to Company, upon any termination by Company under this Section 8.2, Customer shall remain obligated to pay all fees owed for the remainder of the Initial Service Term (or Renewal Term, as applicable), all of which fees shall become immediately due and payable in full.

8.3. 30-Day Cancellation. Either party may terminate this Agreement for convenience without liability to the other party if notice is delivered within thirty (30) days of the Effective Date.

8.4. Early Termination and Fees. Customer may terminate this Agreement prior to the end of the Initial Service Term (or any Renewal Term, as applicable) provided Customer: (a) delivers notice to the Company at least ninety (90) days before the date Customer desires such termination of services to become effective, and (b) pays to Company (i) any amounts not yet paid for services already rendered, plus (ii) Fees for services to be rendered prior to the desired effective date of termination, plus (iii) an Early Termination Fee. “Early Termination Fee” means the lesser of (y) twenty percent (20%) of the aggregate Fees that were paid or would have been payable over the course of the entire Initial Service Term (or entire Renewal Term, as applicable) if the Agreement had not been terminated, and (z) the Fees that would have been owed for the remainder of the Initial Service Term (or Renewal Term, as applicable) if the Agreement had not been terminated by Customer.

9. WARRANTY AND DISCLAIMER

9.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. INDEMNITY

10.1 General Indemnity by Company. Company shall defend, save, hold harmless, and indemnify Customer and its officers, employees and agents from and against all suits, actions, losses, damages, liabilities, statutory penalties, settlements, judgments, fines, costs and expenses of any nature whatsoever, including professional fees and reasonable attorneys' fees, that are agreed upon in settlement or awarded against customer in final judgment (collectively, "Losses"), arising out of any third party claim alleging:

10.1.1 Any personal injury, death or damage to real property and damage to tangible or intangible personal property damage resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Company, its employees, agents, or representatives under this Agreement; or

10.1.2 Material breach or non-fulfillment of any representation or warranty set forth in this Agreement; or

10.1.3 Any failure by Company to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

10.1.4 Notwithstanding the foregoing provisions of this Section 10.1, Company will have no obligation to indemnify Customer from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Customer, its officers, its employees, or its agents.

10.2. IIP Indemnity. In addition to and without limiting the generality of Section 10.1, Company expressly agrees to indemnify, defend and hold Customer and its officers, directors, employees and agents harmless from any and all Losses arising out of any third party claim alleging that the Services or use thereof by Customer in accordance with this Agreement, infringe or violate any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Company believes that the Services infringe a third party's Intellectual Property Rights, Company may upon receipt of Customer's prior written consent, which Customer will not unreasonably withhold, and at Company's sole expense (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Customer the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the Services continue to function in material conformance with the specifications set forth in this Contract. Company's failure or inability to accomplish any of the foregoing will be deemed a material breach of this Contract, and Customer may pursue any rights and remedies available to it under this Contract, including termination. Company will not be liable under this Section 10.2 for any claim for infringement based on the following:

10.2.1 Customer's modification of the Services, other than as contemplated by this Agreement, the requirements or specifications, or as otherwise authorized by Company in writing;

10.2.2 Use, support, or maintenance of the Services in a manner other than as contemplated in this Agreement, the requirements or specifications, or as otherwise authorized by Company in writing; or

10.2.3 Use of the Services in combination, operation, or use of with other products other than as contemplated by this Agreement, the requirements or specifications, or as otherwise authorized by Company in writing.

10.3. Control of Defense and Settlement. Company's obligation to indemnify Customer as set forth in Sections 10.1 and 10.2 is conditioned on Customer providing to Company prompt notification of any claim or potential claim of which Customer becomes aware that may be the subject of those sections. Company will have control of the defense and settlement of any claim that is subject to 10.1 or Section 10.2; however, neither Company nor any attorney engaged by Company will purport to act as legal representative of Customer, without the written approval of Customer, nor will Company settle any claim on behalf of Customer without the approval of Customer. Customer may, at its election and expense, assume its own defense and settlement in the event that Customer determines that Company is prohibited from defending Customer, is not adequately defending Customer's interests, or that an important governmental principle is at issue and Customer desires to assume its own defense.

10.4. General Indemnity by Customer. Customer shall indemnify and hold Company harmless from liability to third parties resulting from Customer's use, misuse, or dissemination of Customer Data, information, or other products or materials generated by, through, or in conjunction with the Services. Anything in this Agreement to the contrary notwithstanding, Customer's obligation to hold Company harmless shall be limited to substance by statutes designed to protect and limit the exposure and liability of Customer as an instrumentality of the State of Ohio, so that Customer's liability to hold harmless and indemnify shall not exceed what might have been Customer's liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by Customer. This clause shall survive the termination of this Agreement.

11. LIMITATION OF LIABILITY

11.1. EXCEPT FOR LIABILITY FOR INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, FRAUD, MISREPRESENTATION, WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR LOSS, INACCURACY OR CORRUPTION OF DATA, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR LIABILITY FOR INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, FRAUD, MISREPRESENTATION, WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS, EACH PARTY'S LIABILITY FOR DAMAGES TO THE OTHER FOR ANY CAUSE WHATSOEVER SHALL NOT EXCEED TWO (2) TIMES THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRIOR TO THE INCIDENT THAT GAVE RISE TO THE LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. NOTICES

12.1. All Notices required by the terms of this Agreement, shall be in writing and shall be deemed as received (1) on the date sent if served via United States Mail or electronic mail; or (2) on the date received if sent via Overnight Delivery Service or certified mail, return receipt requested. All Notices shall be sent to the following addresses:

Fontus Blue
526 S Main St, 7th Floor
Akron, OH 44311

13. MISCELLANEOUS

13.1. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.2. Assignability. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent, which consent may not be unreasonably withheld or conditioned. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

13.3. Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

13.4. Amendments. All waivers and modifications of this Agreement must be in a writing signed by both parties, except as otherwise provided herein

13.5. Agency Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

13.6. Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

13.7. Governing Law. This Agreement shall be governed by the laws of the State of Ohio without regard to its conflict of laws provisions.

13.8. Customer Reference. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

13.9. Counterparts. This Agreement may be executed in counterparts and each counterpart, when so executed, shall be deemed to be an original and all of which together constitute one in the same.

13.10. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.



CITY COUNCIL ACTION REPORT

Meeting Date: August 11, 2025

A/R No.: 2025-238

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: Ordinance amending Ordinance No. 12083 approving a change order with Black & McDonald, LLC by increasing the contract amount by \$28,916.90 from an amount of \$45,562.40 to \$74,479.30 for traffic signal upgrades at South Wales Street and South Withers Drive

Summary:

- City Council approved a \$45,562.40 contract with Black & McDonald on April 14, 2025, for traffic signal upgrades at South Wales and South Withers Road. (These have been completed)
- The traffic signals at South Wales and Liberty Drive have now recently experienced more frequent detection equipment malfunctions and are in need of upgrade since many of the existing parts are outdated and no longer available.
- Black & McDonald provided a price quote to upgrade the detection system and signal controller for \$28,916.90.
- Approve an ordinance amending the original contract by increasing the original contract by \$28,916.90 to \$74,479.30.

Background:

Many of the traffic signals in the City of Liberty have equipment components that vary in age and technology. As traffic signal equipment evolves, aged components that reach the end of their useful life and cannot be repaired are replaced with upgraded technology. Controllers are the computer brains of the traffic signal in the controller cabinet through which detection calls are received, and signal timing plans executed. Detection equipment utilizes various types of technologies, such as electrical induction loops embedded in pavement, visual cameras, radar detection (i.e. Wavetronix), etc. These technologies and equipment continue to evolve, and new technologies are introduced into the industry.

The City maintains a budget for traffic signal maintenance and preventative maintenance inspection. Many of these activities are funded with Transportation and Capital Sales Tax funds.

Black & McDonald is the firm contracted by the City for traffic signal repair and preventive maintenance inspection of traffic signals. City staff previously requested quotes from the contractor for upgrading aged equipment at two signalized intersections: South Wales Street at South Withers Road, and South Wales Street at Liberty Drive. Much of the existing controller and detection equipment is original from when the traffic signals were constructed over 20 years ago. City Council approved a \$45,562.40 contract with Black & McDonald on April 14, 2025, for traffic signal upgrades at one of the two intersections (South Wales and South Withers), to repair and upgrade the outdated detection system.

Since then, the traffic signal at the second signal, South Wales and Liberty Drive, has recently experienced more frequent detection equipment malfunctions. The existing radar detection system is several generations old and parts are no longer available to make repairs. Black & McDonald provided a price quote of \$28,916.90 to make the necessary upgrades. This work will be performed under a change order to the original repair contract.

Original Contract (S. Wales and Withers Intersection):	\$45,562.40
Change Order No. 1 (S. Wales and Liberty Drive):	<u>\$28,916.90</u> ADD
Total Revised Contract Amount:	\$74,479.30

City staff recommends approving an ordinance amending Ordinance No. 12083 approving a change order with Black & McDonald, LLC for traffic signal upgrades at South Wales and South Withers Drive, increasing the contract amount by \$28,916.90 from \$45,562.40 to \$74,479.30.

Previous Action (if applicable):

City Council approved a contract with Black & McDonald for Traffic Signal Repairs at S. Wales and Withers Rd. - April 14, 2025

Policy/Committee Review:

x Citizen Sales Tax Oversight Committee	Completed/Recommended: Ruled Meets Voter Intent - April 10, 2025
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
x Non-Budgeted	Line Item: 351.57034.201.00000	Amount: \$28,916.90
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. ORD 2025-238 Amend Ordinance 12083 Black & McDonald
2. Change Oder SIGNED

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 12083 APPROVING A
CHANGE ORDER WITH BLACK & MCDONALD, LLC BY INCREASING
THE CONTRACT AMOUNT BY \$28,916.90 FROM AN AMOUNT OF
\$45,562.40 TO \$74,479.30 FOR TRAFFIC SIGNAL UPGRADES AT SOUTH
WALES STREET AND SOUTH WITHERS DRIVE

WHEREAS, a contract with Black & McDonald, LLC was approved on April 14,
2025 by Ordinance No. 12083;

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an
amendment to Ordinance No. 12083 to increase to the contract by and between the City
of Liberty and Black & McDonald, LLC for traffic signal upgrades at South Wales Street
and South Withers Drive. This amendment increases the authorized contract amount by
TWENTY-EIGHT THOUSAND NINE HUNDRED SIXTEEN AND 90/100 DOLLARS
(\$28,916.90) from FORTY-FIVE THOUSAND FIVE HUNDRED SIXTY-TWO AND 40/100
DOLLARS (\$45,562.40) to SEVENTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-
NINE AND 30/100 DOLLARS (\$74,479.30), a copy of said amendment being
incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the amendment as described
in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the
City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

Change Order No. 1

Date of Issuance: **August 11, 2025**
Owner: **City of Liberty**
Contractor: **Black & McDonald, LLC**
Engineer: **City of Liberty, Missouri**
Project: **Traffic Signal Upgrades at South Wales and South
Withers Road Intersection**

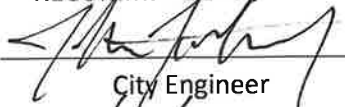
Effective Date: **August 11, 2025**
Owner's Contract No.: **18-001**
Contractor's Project No.:
Engineer's Project No.:
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: **Additional work to upgrade existing failed equipment at the intersection of Liberty Drive and S. Wales Street. Includes NEMA controller (1 LS), Radar Detection Units (2 EA), Wavetronix System (1 LS).**

Attachments: **Black & McDonald Proposal dated 02/10/2025.**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 45,562.40	Original Contract Times: Substantial Completion: N/A Ready for Final Payment: December 31, 2025 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order: \$ 45,562.40	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: December 31, 2025 days or dates
[Increase] [Decrease] of this Change Order: \$ 28,916.90	[Increase] [Decrease] of this Change Order: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
Contract Price incorporating this Change Order: \$ 74,479.30	Contract Times with all approved Change Orders: Substantial Completion: N/A Ready for Final Payment: December 31, 2025 days or dates

RECOMMENDED:
By: 
Title: **City Engineer**
Date: **7/21/2025**

ACCEPTED:
By: 
Title: **Director of Public Works**
Date: **7/21/2025**

ACCEPTED:
By: 
Title: **Contractor**
Date: **7/30/2025**
Digitally signed by Jennifer L. Mathes
DN: cn=Jennifer L. Mathes, c=US,
o=Custom Lighting Services, LLC dba
Black & McDonald, ou=Streetlight
Maintenance & Asset Management,
email=jmathes@blackandmcdonald.com
Date: 2025.07.30 16:44:08 -0500

Approved by Funding Agency :

By: _____

Title: Mayor, City of Liberty, Missouri

Date: _____



CITY COUNCIL ACTION REPORT

Meeting Date: August 11, 2025

A/R No.: 2025-242

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Ordinance amending Ordinance No. 11149 with Public Consulting Group, Inc. and the City of Liberty for 2019 GEMT consulting services to expand the scope of services to include the MCO program in an amount not to exceed \$18,000.00

Summary:

- In 2019, an ordinance was passed approving a contract between the City of Liberty and Public Consulting Group (PCG) for GEMT (Ground Emergency Medical Transportation) consulting services.
- Since 2019, PCG has assisted the City of Liberty in collecting \$1.3M in GEMT revenue.
- PCG has estimated an additional \$200k may be available for reimbursement per year from the GEMT Managed Care Organization (MCO) program.
- The amended contract will begin with reviewing the July 1, 2024 – June 30, 2025, cost reporting cycle, and run for three full reporting cycles
- The amended contract will automatically renew each year, up to three years, unless terminated.
- The total cost of this service is a percentage of the federal share of revenue identified.
- Currently, the percentage charged for the GEMT portion is 12%. This addition will expand their scope to include the additional MCO program for an additional 9% of an estimated \$200k per year.
- Will be paid for out of the GEMT funds.

Background:

The Ground Emergency Medical Transportation (GEMT) program is a voluntary program that allows for reimbursement of uncompensated costs to providers that provide qualifying emergency ambulance services to MO Healthnet participants. Providers must agree to fund the non-federal share of GEMT using an intergovernmental transfer (IGT) payment.

PCG is the nation's leader in providing ground emergency medical transport (GEMT) and Medicare cost reporting services. They have generated more than \$600 million for public EMS providers across the country through Medicaid cost recovery programs.

They offer an array of services and understand the operations and cost structures of EMS departments.

Staff recommends the approval of this amended agreement.

Previous Action (if applicable):

The City/Department has utilized PCG since 2019.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 356.55008.305.000000	Amount: \$18,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance amending Ordinance No. 11149 approving a contract with the Public Consulting Group
2. MO GEMT_Amendment to Services_July 2025-Liberty_PCG ex

DOCUMENT NO. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 11149 WITH PUBLIC CONSULTING GROUP, INC. AND THE CITY OF LIBERTY FOR 2019 GEMT CONSULTING SERVICES TO EXPAND THE SCOPE OF SERVICES TO INCLUDE THE MCO PROGRAM IN AN AMOUNT NOT TO EXCEED \$18,000.00

WHEREAS, Ordinance No. 11149 approved on October 14, 2019 authorizing a contract between Public Consulting Group, Inc. and the City of Liberty for 2019 GEMT Consulting Services;

WHEREAS, this amendment is to expand the scope of services to include the MCO Program at an additional cost of 9%

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri as follows:

SECTION I

That the City Council approves an amendment between the City of Liberty and Public Consultant Group, said agreements being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council hereby authorizes the City Administrator and/or his designee to execute the amendment more particularly described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____ (CONT.)

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

**AMENDMENT NO. 1
TO THE PCG-CITY OF LIBERTY, MO AGREEMENT**

This Amendment No. 1 (the “Amendment”) to the Agreement entered by and between City of Liberty, MO (“Client”) and Public Consulting Group, Inc., predecessor in interest to Public Consulting Group LLC (“PCG”), as of October 1, 2019 (the “Agreement”), is made effective as of July 1, 2025 (“Effective Date”).

WHEREAS, the parties wish to amend the Agreement for the purpose of expanding the scope of services, modifying the compensation, and clarifying the term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties agree to delete all references to “Public Consulting Group, Inc.” and replace them with “Public Consulting Group LLC”.
2. The Term of the Agreement is hereby amended to the following:

PCG will provide the Contracted Services from the Effective Date through three (3) full GEMT Fee For Service cost reporting periods, and their associated GEMT Managed Care Organization program years, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Otherwise, the Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a “Renewal Term”), beginning on July 1st of the respective year, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation in Attachment B, Sections 13 and 14, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement.

3. Attachment A of the Agreement is hereby amended by adding the following section to the end of Attachment A related to the GEMT MCO Program:

“GEMT Managed Care Organization (MCO) Program:

PCG will provide these Contracted Services under the GEMT Managed Care Organization, beginning with the effective date of this amendment.

- A. PCG shall keep CLIENT informed of all updates relating to managed care and estimate the impact of future changes in managed care reimbursement.
 - B. PCG shall support CLIENT in establishing the legal and operational ground to participate in the MCO program.
 - C. PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
 - D. PCG shall provide guidance and support to CLIENT for it to enter into contracts with MCOs.
 - E. PCG shall be familiar with the MCO program in the State of Missouri and all the rules, regulations and managed care reporting requirements.
 - F. PCG shall monitor claims and cash flows of MCO program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.
 - G. PCG agrees to receive compensation for Contracted Services on a contingency fee basis. This compensation will be based on payments received by CLIENT under the GEMT Program.”
4. Attachment A of the Agreement is hereby amended by adding the following section to the end of Attachment A related to add-on services as needed.

Public Safety Consulting Services (PSCS)

PCG offers a comprehensive suite of consulting services designed to support Fire and EMS departments in enhancing operational efficiency, financial sustainability, and compliance. Core service areas include but are not limited to:

- **Administrative Analysis:**
 - Credentialing and accreditation reviews
 - Feasibility studies and program evaluations
 - Consolidation, merger, and regionalization analyses
 - Organizational model assessments
 - External/Internal Stakeholder Assessments
- **Financial Evaluations:**
 - Cost of services studies
 - Rate and fee schedule analyses
 - Compensation package and pay scale analyses
 - Innovation reimbursement strategy integration

- Process improvement modeling
- Chargemaster review
- **Logistics Analysis:**
 - 9-1-1 communications and Computer-Aided Dispatch (CAD) evaluations
 - Apparatus replacement planning
 - Supply chain management efficiency assessments
 - Facility evaluations and master planning
- **Operations Assessment:**
 - Optimization and efficiency studies
 - Staffing, unit location, and deployment evaluations
 - Time-on-task and Unit Hour Utilization (UHU) analyses
 - Alternative service delivery model evaluations
 - Policy and protocol review and development (SOPs)
 - Outsourced Data Analytics
- **Planning Review:**
 - Standards of Cover/Community Risk/Needs assessments
 - Community risk reduction planning
 - All-hazards planning and assessment
 - Training and quality assurance program development
 - Strategic planning
 - Staffing analysis + retention and recruitment planning

Nothing herein obligates CLIENT to purchase, nor PCG to provide, such additional public safety consulting services unless and until a written amendment is executed by both parties that sets forth the precise scope of services CLIENT seeks to receive, timeline for the delivery of such services, and compensation to be paid to PCG for such services.

5. Attachment B of the Agreement is hereby amended as follows:

Effective beginning with cost reporting cycle July 1, 2024 – June 30, 2025, and continuing with each successive cost reporting cycle, in consideration for the Contracted Services, CLIENT will pay PCG (a) the greater of (i) \$5,000 or (ii) 12% of the federal share portion of reimbursements received by CLIENT under the GEMT Fee-For-Service (FFS) program and (b) 9% of the federal share portion of reimbursements received by CLIENT under the GEMT Medicaid Managed Care Organization (MCO) program.

Notwithstanding anything to the contrary, provided that CLIENT is a member of the Missouri Ambulance Association (MAA) at the time of GEMT FFS cost report submission, the above-referenced contingency fees will be discounted to the greater of (i) \$4,500 or (ii) 10.8% of the federal share portion of reimbursements under the GEMT FFS program in addition to 8.1% of the federal share portion of reimbursements under the GEMT MCO program. Any change to membership status must be communicated to PCG promptly at the time of the

change. In the event CLIENT is no longer a member of the MAA, the fee will revert to the above-referenced fee structure.

All reimbursements or recoupments realized by CLIENT from the Missouri GEMT program shall be paid in full directly from the MO HealthNet. - PCG will invoice and receive its compensation after the receipt of CLIENT's final settlement notification and MO HealthNet's acceptance of the fiscal year's cost report. PCG will invoice CLIENT within 45 days of receipt of MO HealthNet's final settlement notification to CLIENT.

6. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
7. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
8. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
9. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
10. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment and by any other prior Amendments still in force, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
11. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state's or district's courts and waive any objection to venue.
12. Voluntary Act/Authorship: Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Amendment. Each party represents that they have read and understand this Amendment and that they are freely and voluntarily entering into this Amendment in exchange for the

consideration described herein. This Amendment shall not be construed in favor of or against either party by reason of authorship

13. Authority. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Amendment on behalf of such party. Each party to this Amendment hereby represents and warrants that it has full power and authority to enter into this Amendment, that the execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement by the signatures of their respective authorized representatives.

PUBLIC CONSULTING GROUP LLC

CITY OF LIBERTY, MO



By: Sarah DiCicco

Title: Associate Manager

Date: 7/24/2025

By:

Title:

Date:



CITY COUNCIL ACTION REPORT

Meeting Date: August 11, 2025

A/R No.: 2025-243

Department: Utilities

Submitted By: Matt Redenbaugh,
Operations Manager Wastewater

Subject: Ordinance approving a contract for service with JCI Industries, Inc. for the installation of Kubota membranes for MBT 2 in an amount not to exceed \$700,000.00

Summary:

- Replace existing membranes in MBT2 with Kubota Membranes
- Total cost of \$700,000.00

Background:

As part of the wastewater treatment process, there is a strong financial incentive to minimize the amount of bio-solids that must be disposed of in accordance with the Environmental Protection Agency (EPA) and Missouri Department of Natural Resources (MoDNR) regulations. Aerobic digestion is a process that is utilized at the wastewater treatment plant that converts waste sludge to bio-solids. Aerobic digestion seeks to minimize the cost of disposal of bio-solids by reducing the mass of bio-solids and ensuring the bio-solids meet EPA and MoDNR requirements. The digestion process requires the removal of excess water from the sludge, which is accomplished by filtering water from the sludge using membranes and is called membrane thickening (MBTs).

The wastewater treatment plant has two MBTs. The membrane in MBT 2 has experienced several failures. The demonstrated life expectancy of the current technology employed in MBT 2 is six to nine months before experiencing failure/breakage. When a rebuild or repairs are needed, there is a lengthy process for procuring the equipment and contractors necessary to complete the task and roughly \$7,000 per site visit for repair. Excessive downtime, costly equipment, and labor expense for installation are major reasons to minimize rebuilds or repairs. When MBTs are down due to needing rebuild/repair there is a significant increase in operating costs due to electrical consumption, polymer consumption and wear on the expensive centrifuge.

Staff have researched alternative materials and technologies that could be employed in MBT 2 that would result in lower life cycle costs and fewer treatment process disruptions. Staff reviewed membrane materials available from Ovivo, Microdyne and Kubota. Staff believe that installing membranes manufactured by Kubota will result in the lowest life cycle cost due to the extended life expectancy of the membranes as experienced by the recent installation on MBT1. Liberty staff communicated with operational staff of other wastewater plants that utilize Kubota membranes. Many Kubota MBTs have experienced 15 years of useful life and some are still performing after 20 years of service. In addition to a long service life, the membranes are simple to

operate and maintain and have extensive local support and a good reputation among wastewater treatment professionals. Installation of the Kubota membranes does not require major modifications to the existing equipment and does not require any modification to the treatment process.

Staff recommends approval of a contract with JCI Industries, Inc. for the installation of replacement membranes in MBT2, for a total requested authorization amount of \$700,000.00.

Previous Action (if applicable):

- MBT 2 Fine Screen Installation Ordinance approved on 3/12/2025
- MBT 1 Kubota Membranes Installation approved on 9/26/2022

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 593-70005-902-000000	Amount:\$700,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. ORDINANCE for JCI MBT2 Kubota Membranes
2. MBT 2 Improvement Contract signed 2025-7-22 mm

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT FOR SERVICE WITH JCI INDUSTRIES,
INC. FOR THE INSTALLATION OF KUBOTA MEMBRANES FOR MBT 2 IN AN
AMOUNT NOT TO EXCEED \$700,000.00

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty, Clay County, Missouri and JCI Industries, Inc. at 1161 SE Hamblen Road, Lee Summit, Missouri 64081 for services in an amount not to exceed SEVEN HUNDRED THOUSAND DOLLARS AND 00/100 (\$700,000.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract for services as described in Section 1 of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

The City of



MBT Improvements for MBT 2
With JCI

City of Liberty
101 East Kansas Street
Liberty, MO 64068
816-439-4783

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Tuesday, July 8, 2025

Liberty MO, City of
101 E. Kansas Street
Liberty, MO 64068

Phone: 816-439-4783
Attention: Matt Redenbaugh

Subject: Replacement of Existing MBT 2 Membranes

Quotation #: SEQT-182545L_S
Please refer to this number when ordering

Item	Description	Qty	Unit Price
1.00	Replacement of Existing MBT 2 Membranes	1	\$619,448.00

JCI proposes providing design services, construction services and Kubota MBT Equipment and Services to replace the existing Ovivo Membranes which has exceeded its useful life. The MBT 2 Tank will be retrofitted to operate in a similar fashion to the MBT 1 Tank.

JCI will provide the following equipment/services in the scope of work:

1. Three (3) RM 200 SMU (submerged membrane units) Kubota Membrane Cassettes
2. Permeate Degas/CIP Vent Solenoids and Actuated plug valve by Kubota
3. Updating/Adjusting the Existing PLC System by Kubota
4. Piping Inside MBT Tank (Excludes external headers and valves) By Kubota
5. Wall Support Brackets by Kubota
6. Anchor Bolts and Epoxy by Kubota

JCI will provide the following services in the scope of work:

1. Remove the existing Membrane system for MBT 2 tank including support bracing (Disposal by Others)
2. Install the Kubota Membranes utilizing the existing overhead crane
3. Install the piping and accessories supplied by Kubota
4. Install wall support brackets, pipe supports and U-bolts/Hardware provided by Kubota
5. Install Anchor bolts provided by Kubota
6. Install Actuated Plug Valve and Two Solenoid Valves provided by Kubota
7. Connecting the Kubota Membranes to existing Air piping and permeate header
8. Anchor Kubota Membranes per instructions
9. Modify existing Tee Handles for a new air header on the North Wall like MBT-1
10. Provide and install one Baffle Plate at the influent pipe like MBT-1

Item	Description	Qty	Unit Price
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11. Provide Electrical conduit and wire to the actuated plug valve and two solenoid valves referenced above from the existing Control Panel. We assume the spare conduits are available from the control panel in the building to the North of the MBT Basins. If not, we will need to determine an approved routing and provide a cost adder
12. Dumpster for disposal of PVC Piping only

JCI will provide engineering services through a third-party Professional engineering service familiar with the Utilities' current wastewater Digestion and Thickening Processes which will include:

1. Site Inspection to verify Structure and piping dimensions
2. Review of existing equipment
3. Prepare Demolition drawings for existing equipment
4. Prepare Installation drawings for new equipment
5. Coordination with contractor in reviewing shop drawings and submittals
6. Final review meeting

The proposed Kubota Membranes will have a standard 2-year membrane warranty and 1-year mechanical warranty.

The pricing is valid for 60 days and will include Freight to the jobsite.

Payment terms are as follows:

- 25% Approved Equipment Submittals**
- 25% Approved Shop Drawings**
- 25% Demolition of the Existing System**
- 20% Equipment Delivery**
- 5% Completion of the project**

Pricing does not include Federal, State nor local Taxes.

The estimated completion date will be 180 days from receipt of Purchase Order.

Total Price \$619,448.00

Liz Mayer

Liz Mayer
Applications Engineer
JCI Industries, Inc.

Paul Ryals

Paul Ryals
Account Manager
JCI Industries, Inc.
816-500-2193

Terms & Conditions

Lead Time SEE ABOVE

Payment Terms SEE ABOVE

Shipping Method BEST WAY

Shipping Terms SEE ABOVE

Thank you for the opportunity to present this quote! Due to the ongoing uncertainty surrounding tariffs, supply chain volatility, and other market conditions beyond our control, all pricing is subject to change without notice. Final pricing will be determined at the time of acknowledgement. We appreciate your understanding in this dynamic environment.

OTC TERMS AND CONDITIONS OF SALE

OTC Industrial Technologies is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods or Parts by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods or Parts by Seller to Buyer. Acceptance of any order is subject to credit approval and acceptance of the order by Seller. If credit of the Buyer becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller. If Buyer already has an executed Agreement currently in effect with Seller, then the terms of that agreement, together with any terms and conditions of a subsequent purchase or work order issued hereunder, constitute the complete agreement; and (ii) if Buyer does not already have an executed Agreement with Seller, then these terms and conditions and any subsequent purchase or work orders issued hereunder constitute the complete agreement. No other terms or conditions including, without limitation, Buyer's standard printed terms and conditions, whether printed on Buyer's order acknowledgement, purchase order or otherwise, will have any application to any purchase between Buyer and Seller unless specifically accepted in writing by Seller. Acceptance is expressly limited to the terms of the Agreement and Seller objects to any different or additional terms contained in any response by Buyer, including without limitation any instrument requesting or confirming this offer by or on behalf of Buyer. The terms of the Agreement are the sole and exclusive terms and conditions on which the Seller agrees to be bound. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods or Parts shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods or Parts to Seller's price for the Goods or Parts at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods or Parts prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods or Parts or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods or Parts shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including

attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods or Parts for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods or Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For shipments of Goods or Parts per Incoterms® 2020, per FCA will be the approved method for delivery unless otherwise approved by the parties. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods at the time of purchase is the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are incorporated by reference herein. Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Buyer acknowledges that the performance of any service by a Party other than Seller, which alters the manufacturer provided Goods as indicated in the Statement of Work or Work Order may void the manufacturer's warranty. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of the Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods or Parts, either alone or in combination with other products/components. Goods sold hereunder are not intended for use in or in connection with (1) any safety application or the containment areas of a nuclear facility, or (2) in a healthcare application, where the Goods have the potential for direct patient contact or where a six (6) foot clearance from a patient cannot be maintained at all times. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE FOR THE NON-CONFORMING GOODS.**

6. **LIMITATION OF REMEDY AND LIABILITY:** SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a

combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods or Parts.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods or Parts, or to obtain material used directly or indirectly in the manufacture of the Goods or Parts is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods or Parts and/or allocate its available supply of the Goods or Parts and/or such material (without obligation to acquire other supplies of any such Goods, Parts or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon thirty (30) days advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods or Parts consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods or Parts without prior notice to Buyer.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

13. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

14. **INSPECTION/TESTING:** Buyer shall have ten (10) days from (i) the date of delivery of Goods or Parts and (ii) from the date of completion of each portion of the services to inspect the Goods or Parts and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods or Parts are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods or Parts. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

15. **RETURNED GOODS:** Advance written permission to return Goods or Parts must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods or Parts must be (i) current, unused, catalogued Goods or Parts still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods or Parts prior to authorizing return.

16. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with

its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

17. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefore. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

18. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods or Parts and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

19. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods or Parts and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods or Parts in violation of such applicable laws, regulations, orders or requirements.

20. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

21. **GENERAL PROVISIONS:** This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

22. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

23. **COMPLIANCE WITH LAW:** Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of Goods will occur.

24. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or that party's subcontractors, agents or



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification,

provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

The parties hereto agree any orders placed by Buyer for Seller to provide Goods, regardless of any terms and conditions on any quote, purchase order or other documents exchanged, the terms and conditions of this Agreement shall prevail.

OSHA REQUIREMENTS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in this form have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *RSMo* – Missouri Revised Statutes.

ARTICLE 2 – OSHA 10-HOUR REQUIREMENTS

- 2.01 Contractor and any subcontractor of Contractor shall require all on-site employees to complete the 10-hour training program required under RSMo Section 292.675 or such employees must hold documentation of prior completion of a certified program.

ARTICLE 3 – PENALTIES

- 3.01 The Contractor shall forfeit as a penalty to the City of Liberty, two thousand five hundred dollars (\$2500) plus one hundred dollars (\$100) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period set forth in RSMo Section 292.675
- 3.02 The City of Liberty shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of RSMo Chapter 292 when making payments to the Contractor under the Contract. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the City of Liberty has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of RSMo Section 292.675. If the payment has been made to the subcontractor without withholding, the Contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the Clay County, Missouri Circuit Court.

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division.

FEDERAL WORK AUTHORIZATION

STATE OF OHIO)
) ss
COUNTY OF FRANKLIN)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Matt Marthinson

Chief Operating Officer, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Matt Marthinson and I am currently the COO of

JCI Industries LLC hereinafter "Contractor"), whose business address is

1161 SE Hamblen Road, Lee's Summit, MO 64081, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and

City of Liberty, MO

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Matt Marthinson
Matt Marthinson (Jul 22, 2025 16:24 EDT)

(SIGNATURE)

Matt Marthinson, Chief Operating Officer
[printed name], Affiant

Subscribed and sworn to before me this 22nd day of July, 2025

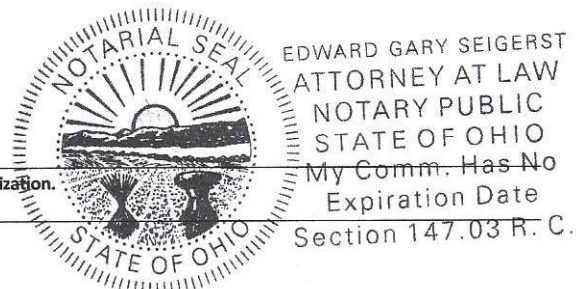
Edward Gary Seigerst
Notary Public State of [REDACTED] Ohio
Edward Gary Seigerst

My Commission Expires: no expiration

Commissioned in _____ County

Commission #: _____

C-465, Federal Work Authorization.
Page 2 of 3



PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

- 1.01 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract. (Section 290.250, RSMo)
- 1.02 The hourly rate of wages shall not be less than the wages stated in:

Missouri Division of Labor Standards

Annual Wage Order No.

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

- 2.01 Contractor shall submit weekly payroll records with each monthly payment application.
- 2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.
- 2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

- 3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.
- 3.02 The contractor will forfeit a penalty to the City of Liberty of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. (Section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.
- 3.03 The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.
- 3.04 The contractor will forfeit a penalty to the City of Liberty of \$2500 plus an additional \$100 per day (or portion of a day) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo)

AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODITIES

- 1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

- 2.01 The requirements of this form are not required when:
- A. Only one line of a particular good or product is manufactured or produced in the United States;
 - B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
 - C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.
- 2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Mayor, City Council and the Citizens of the City of Liberty, Missouri, a Municipal Corporation and JCI Inc... Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Install Kubota Membrane Thickening for MBT 1

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Membrane Thickening or MBT for MBT 2

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by JCI Inc..
- 3.02 The Owner has retained The office of the City Engineer of the City of Liberty ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 310 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 20 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete or reaches a cap of 10% of the contract value.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 250.00 for each day that expires after such time until the Work is completed and ready for final payment or reaches a cap of 10% of contract value.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work other than Unit Price Work, a lump sum of: \$ 700,000.00.
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all, if any,: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. Contractor currently possesses the in-house capability, or will have the in-house capability prior to the commencement of Work hereunder, to perform not less than thirty five percent (35%) of all Work required to be performed on the project by Contractor by and through employees in the direct employ of Contractor without any reliance upon or utilization of subcontractors by Contractor from the time of commencement of Work hereunder and at all such times thereafter, Contractor shall continue to maintain such in-house capability to perform the above-stated percentage of the Work without any reliance upon or utilization of subcontractors.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Kubota Bid (pages 4 to 10, inclusive).
 - 2. OSHA Requirement (pages 11 to 11, inclusive).
 - 3. Federal Work Authorization (pages 12 to 14, inclusive).
 - 4. Prevailing Wage (pages 15 to 15, inclusive).
 - 5. American Products Requirement (pages 16 to 16, inclusive).
 - 6. Agreement to Stipulated Price (pages 17 to 23, inclusive).
 - 7. JCI Industries Contract Clarification (pages 24 to 25, inclusive).
 - 8. Notice to Proceed (pages 26 to 26, inclusive).
 - 9. Performance Bond (pages 27 to 29, inclusive).
 - 10. Payment Bond (pages 30 to 32, inclusive).
 - 11. Contractors Application for Payment (pages 33 to 36, inclusive).
 - 12. Certificate of Substantial Completion (pages 37 to 37, inclusive).
 - 13. Notice of Acceptance (pages 38 to 38, inclusive).
 - 14. General Conditions (pages 39 to 109, inclusive).
 - 15. Supplementary Conditions (pages 110 to 118, inclusive).
 - 16. Job Special Conditions (pages 119 to 120, inclusive).
 - 17. Liberty Tax Certificates (pages 121 to 122, inclusive).

18. Specifications as listed in the table of contents of the Project Manual.
19. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: [or] the Drawings listed on the attached sheet index.
20. Addenda (numbers to , inclusive).
21. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7 , inclusive).
22. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall

be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *General Conditions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

10.07 *Indemnification*

- A. The Contractor hereby expressly binds himself, herself, or itself to indemnify and save harmless the City and its officers and employees for any and all expenses, including reasonable attorney's fees, and against all damages, losses, claims, suites or actions of every kind and nature asserted, brought or which may be brought, asserted, incurred or sustained by any person, firm, or corporation, or persons, firms or corporations, in connection with or on account of the Contractor's work or in consequence of any negligence in connection with same, or on account of any poor workmanship, or on account of any act of commission or omission of the Contractor or his, her, its, or their subcontractors, agents or employees, or during the course of and related to construction, irrespective of the responsibility of third parties therefore.
- B. The Contractor shall further indemnify the City of Liberty for any and all expenses, including reasonable attorney's fees, incurred in the City's pursuing any remedial action required to correct deficiencies in the work on account of poor workmanship, the negligence or any act of omission of the Contractor or his, her, its, or their subcontracts, agents or employees.
- C. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the City.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 8/11/2025 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

JCI Industries LLC

By: _____

By: _____

Matt Marthinson
Matt Marthinson (Jul 22, 2025 16:24 EDT)

Title: _____

Title: _____

Matt Marthinson, Chief Operating Officer

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Edward Gary Seigerst
Edward Gary Seigerst

Title: _____

Title: _____

Attorney In-House Counsel

Address for giving notices:

Address for giving notices:

1161 SE Hamblen Road

Lee's Summit, MO 64081

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



Master Clarifications/Supplement To
Contract Manual MBT Improvement for MBT 2
Agreement Between Owner & Owner for Construction Contract (Stipulated Price) C-520

Owner: City of Liberty, Missouri
Contractor: JCI Industries LLC

Agreement : Construction Contract (Stipulated Price) C-520
Proposal/Quote #: SEQT – 182545L_S and all subsequent orders

Owner and Contractor agree to modify Owner's Terms and Conditions related to the above-referenced Purchase Order/Agreement as follows, and any reference to Contractor being bound to an agreement other than Owner's Terms and Conditions is hereby deleted:

INDEMNITY/LIMITATION OF REMEDY AND LIABILITY/WARRANTY/INSURANCE: Article 10 Miscellaneous Section 10.07 Indemnification (A) and Article 7 Contractors Responsibilities Section 7.18 Indemnification shall be modified as follows: The Contractor hereby expressly binds himself, herself, or itself to indemnify and save harmless the City and its officers and employees for any and all expenses, including reasonable attorney's fees, and against all third party damages, losses, claims, suites or actions of every kind and nature asserted, brought or which may be brought, asserted, incurred or sustained by any person, firm, or corporation, or persons, firms or corporations, in connection with or on account of the Contractor's negligent work or in consequence of any negligence in connection with same, or on account of any negligent act of commission or omission of the Contractor or his, her, its, or their subcontractors, agents or employees, or during the course of and related to construction reduced to the extent caused by the Owner or others outside the control of the Contractor. (B) and (C) shall be deleted in its entirety. The Contractor shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, such settlement shall be approved by Owner, such approval shall not be unreasonably withheld, delayed, or conditioned.

ARTICLE 18 MISCELLANEOUS SECTION 18.04 LIMITATION OF DAMAGES SHALL BE MODIFIED TO ADD THE FOLLOWING: NEITHER PARTY SHALL BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF THE PARTIES SET FORTH HEREIN ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL A PARTY'S LIABILITY TO THE OTHER PARTY EXCEED THE PRICE PAID BY OWNER FOR THE SPECIFIC GOODS/SOFTWARE, SERVICES OR PARTS PROVIDED BY CONTRACTOR GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

Article 7 Contractors Responsibilities Section 7.17 Contractor's General Warranty and Guarantee And Article 15 Payments to Contractor; Set Offs; Completion; Correction Period Section 15.08 Correction Period and Article 2 Preliminary Matters shall be modified as follows: To the extent assignable, Contractor assigns to Owner any warranties that are made by manufacturers and suppliers and such warranty that is applicable to the Goods , Services, or Parts at the time of purchase is the only warranty applicable to the sale of Contractor's Goods, Services or Parts. The Contractor's warranty shall be twelve (12) months from the date of Contractor's Substantial Completion as provided to Owner by Contractor. **THE WARRANTIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** If within the warranty period, Owner notifies Contractor thereof in writing of a non-conformity, Contractor shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the Goods, Services or Parts found by Contractor to be defective. **Article 14 Tests and Inspections, Correction, Removal or Acceptance of Defective Work Section 14.04** Acceptance of Defective Work shall be deleted in its entirety.

Article 6 Bonds & Insurance shall be modified as follows: Provisions regarding waiver of subrogation, additional insured status, or the primary nature of Contractor's insurance shall be limited to the extent of Contractor's negligent acts or omissions. Under no circumstance shall Owner have access to view or copy Contractor's insurance policy.

2. **PAYMENT TERMS, PRICE WARRANTIES AND RENEWAL.** Article 6 Payment Procedures Section 6.01 Submittal and Processing of Payments and Article 15 Payments to Contractor; Set Offs; Completion; Correction Period shall be modified as follows: Payment shall be Net Thirty (30) Days from the date of Contractor's invoice.

3. **OTHER COMMERCIAL REQUIREMENTS**

Article 4 Contract Times Section 4.03 Liquidated Damages shall be modified as follows: Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay which are not a result of or caused by the Owner, result or caused by a force majeure event, or is not mutually approved by the parties: (1) Substantial Completion until the Work is substantially complete or reaches a cap of 5% of the value of the goods or parts delayed. (2) Contractor shall pay Owner \$250 / day for each day that expires after such time until the work is completed and ready for final payment or reaches a cap of 5% of the value of the goods or parts delayed.

Section 18 Miscellaneous Section 18.03 shall be modified to provide (A) Unless otherwise limited herein, the duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereot are in addition to,k are not to be construed in any way as a limitation of, any rights and remedies available to anoy or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or other provisions of the Contract.

To the extent of any inconsistencies between the terms and conditions of this Clarification/Supplement to: form and the terms and conditions of any other Agreement, Purchase Order, Statement of Work or invoice between Owner and Contractor, the terms and conditions of this Clarification/Supplement to: form shall control and prevail.

OWNER: City of Liberty, Missouri

Signature: _____ Date: _____ Name/Title: _____

CONTRACTOR: JCI industries LLC

Signature: Matt Marthinson Date: 7/22/2025 Name/Title: Matt Marthinson, Chief Operating Officer

NOTICE TO PROCEED

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:
	Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

Office hours between 6am and 4pm, may be extended upon request.

Employees may need to access buildings and equipment during construction.

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE AND MAINTENANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3; otherwise to be in full force and effect.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

Ma

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction

Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

Contractor's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

(seal)

Surety's Name and Corporate Seal

By: _____

Signature *(attach power of attorney)*

Print Name

Title

Attest: _____

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in

the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

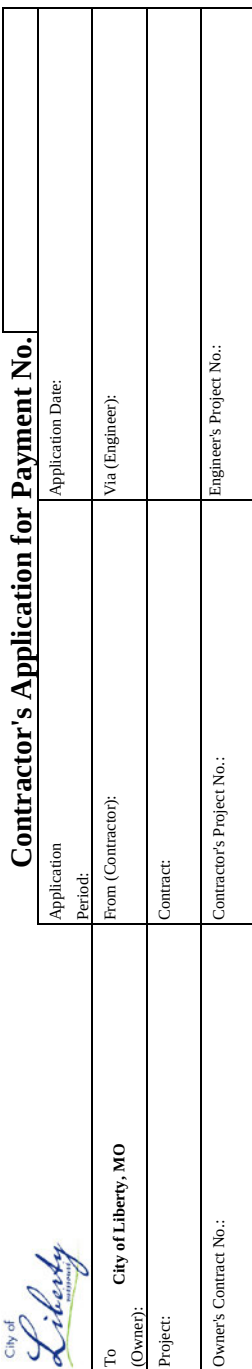
16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:



1000000

	Application Period:	Application Date:
To City of Liberty, MO (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... \$

2. Net change by Change Orders..... \$

3. Current Contract Price (Line 1 ± 2)..... \$

4. TOTAL COMPLETED AND STORED TO DATE

(Column F total on Progress Estimates)..... \$

5. RETAINAGE:

a. 5% X Work Completed..... \$

b. 5% X Stored Material..... \$

c. Total Retainage (Line 5.a + Line 5.b)..... \$

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$

8. CHECK AMOUNT DUE THIS APPLICATION..... \$

9. BALANCE TO FINISH, PLUS RETAINAGE

(Column G total on Progress Estimates + Line 5.c above)..... \$

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$
			2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 + 2)..... \$
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$
			5. RETAINAGE:
			a. 5% X Work Completed..... \$
			b. 5% X Stored Material..... \$
			c. Total Retainage (Line 5.a + Line 5.b)..... \$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$
TOTALS			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
NET CHANGE BY			8. CHECK AMOUNT DUE THIS APPLICATION..... \$
CHANGE ORDERS			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$

Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.		Check Amount (this application) \$ _____ (Line 8 or other - attach explanation of the other amount)
		Retainage (this application) 5% \$ _____
		Total Value (this application) \$ _____
is recommended by:		Project Inspector _____ Date
is approved by:		City Engineer _____ Date
is approved by:		Public Works Director _____ Date
Contractor Signature By: _____ Date: _____		

Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.		Check Amount (this application) \$ _____ (Line 8 or other - attach explanation of the other amount)
		Retainage (this application) 5% \$ _____
		Total Value (this application) \$ _____
is recommended by:		Project Inspector _____ Date
is approved by:		City Engineer _____ Date
is approved by:		Public Works Director _____ Date
Contractor Signature By: _____ Date: _____		

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:
Contractor:
Engineer:
Project:

Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.:
Contract Name:

This Certificate of Substantial Completion applies to:

☐ All Work

☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's
responsibilities:

☐ None

☐ As follows

Amendments to
Contractor's responsibilities:

☐ None

☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

NOTICE OF ACCEPTANCE OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Contractor

From:

Owner

The Owner hereby gives notice to the above Contractor that Owner has deemed the Work furnished and performed by Contractor under the above Construction Contract as acceptable, expressly subject to the provisions of the related Contract Documents. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to the maintenance period as provided in the performance and maintenance bond.

1.

By: _____

Title: _____

Dated: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor five printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work with indication of critical path items, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other

submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

- c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection

with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition

created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide bonds required under this Contract shall have an A.M. Best rating of A-VII or better.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG

20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has

been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be

specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not

identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times

resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone

employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors,

members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to

perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by

Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to

an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change

involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and

11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction,

the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the

Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer

(less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with

respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the

Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 2 – PRELIMINARY MATTERS

SC-2.07 Add the following new paragraph immediately after Paragraph 2.06:

“Owner is a municipality and Owner and Contractor acknowledge and agree that this Agreement constitutes a “Public Works Contract” as defined in Section 34.058 R.S.Mo. Notwithstanding anything else herein to the contrary, Owner and Contractor agree that the provisions contained in this Contract are subject to and superseded by the provisions of Section 34.058 R.S.Mo. Owner and Contractor both agree to conform to the legal requirements set forth in Section 34.057 R.S.Mo., which requirements shall supersede any provisions herein to the contrary.”

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05.C.2 Add the following language at the end of paragraph 4.05.C.2:

“Inclement weather is not considered as abnormal weather or an act of God. Extensions in Contract Time for abnormal weather shall be judged on the National Oceanic and Atmospheric Administration (NOAA) Local Climatological Data records for the area in which the project is being constructed. NOAA averages will be considered normal weather. Contractor shall be responsible for obtaining, preparing and presenting the appropriate weather data to support and substantiate Contractor’s request for an extension in Contract Time for abnormal weather.”

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State: Statutory

Federal, if applicable (e.g., Longshoreman's): Statutory

Employer's Liability:

Bodily injury, each accident \$ 500,000

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$ 2,000,000

Products - Completed Operations Aggregate \$ 2,000,000

Personal and Advertising Injury
With employment exclusion deleted \$ 2,000,000

Each Occurrence (Bodily Injury and Property
Damage) \$ 2,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Combined Single Limit of \$ 2,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 2,000,000

General Aggregate \$ 2,000,000

5. Contractor's Pollution Liability:

Each Occurrence \$ Not Applicable

General Aggregate \$ Not Applicable



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: None.

7. Contractor's Professional Liability:

Each Claim	\$ 2,000,000
Annual Aggregate	\$ 2,000,000

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.01.C. Add the following new subparagraphs immediately after Paragraph 7.01.B:

The Contractor shall be responsible for the conduct of Contractor's employees and the employees of Subcontractors and suppliers on the Work site. The Contractor shall take immediate steps to remedy any activity which may be construed as discriminatory or which creates a hostile Work environment. Activities covered by this provision include, but shall not be limited to, signs or language that is vulgar, profane, or racially or sexually derogatory.

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 6:00 AM to 7:00 PM
2. Owner's legal holidays are:
 - a) New Year's Day
 - b) Martin Luther King Jr. Day
 - c) President's Day
 - d) Memorial Day
 - e) Juneteenth Day
 - f) Independence Day
 - g) Labor Day
 - h) Veterans' Day
 - i) Thanksgiving Day
 - j) Day after Thanksgiving
 - k) Christmas Eve Day
 - l) Christmas Day

SC-7.02.B. Append Paragraph 7.02.B to state "No Sunday work shall be allowed."

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Missouri and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B.** The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- 1.** General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2.** Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3.** Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4.** Liaison:
 - a.** Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b.** Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c.** Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - 5.** Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 - 6.** Shop Drawings and Samples:
 - a.** Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b.** Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c.** Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
 - 7.** Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. **Inspections, Tests, and System Start-ups:**
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. **Records:**
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - c. Maintain records for use in preparing Project documentation.
11. **Reports:**
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. **Payment Requests:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 14. **Completion:**
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.**
- 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Rental Rate Blue Book, FHWA Hourly Rate. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.**

ARTICLE 15 – PAYMENT TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01.C.1 Amend the first sentence of Paragraph 15.08.A by replacing the words “10 days” with the words “20 days”.

SC-15.08.A Amend the first sentence of Paragraph 15.08.A by replacing the words “one year” with the words “two years”.

SC-15.08.D Amend the first sentence of Paragraph 15.08.D by replacing the words “one year” with the words “two years”.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC-16.02.D Add the following new sub-paragraph immediately after Paragraph 16.02.D.

SC-16.02.D.1 Contractor shall be deemed to have persistently failed to perform the Work in accordance with the Contract Documents, if Contractor has twice not timely cured failures of performance by Contractor which have been brought to the attention of Contractor by written notices of the Owner within the time specified in such notices and Owner gives a third notice to the Contractor of any such failure to perform.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Attorneys’ Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys’ fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the

matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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SPC-1.01 SCOPE OF WORK

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish construction of MBT meaning: initial purchase, delivery, assembly, labor, and installation of MBTs. Any modification in the MBT tank required for assembly, modifying PLC programming, 10 day startup assistance, and engineering drawing and specifications together with other incidental and related work as set forth in these specifications and the detail drawings and as directed by the Engineer to make a complete and finished job including MoDNR Construction Permit.

SPC-1.02 ACCESS TO PLANT AND PLANT OPERATIONS

- A. The contractor shall maintain a path for City Employees to access Digesters, MBT, and any equipment to complete daily task and or test.
- B. Site has.
 - 1. MBT tanks appropriately sized for Kubota Membranes.
 - 2. Existing Piping (may require alteration).
 - 3. MBT Blower.
 - 4. Crane for removal of existing MBT and installation of new MBT
 - 5. PLC

SPC-1.03 Fees for Construction Permits

- A. The City agrees to waive all fees for construction permits associated with the work to be done under this contract. Fees for occupation license, as required by the City, will be the responsibility of the Contractor and shall be subsidiary to the Contract.



MISSOURI PROJECT EXEMPTION CERTIFICATE

AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: 7/28/2025

CONTRACTOR: JCI

ADDRESS: 1161 SE Hamblen Road

CITY/STATE/ZIP: Lee Summit, 64081

NAME OF PERSON TO CONTACT AND PHONE #, IF QUESTIONS: **Matt Redenbaugh, 816.439.4783**

PROJECT # ASSIGNED: UT22-10

PROJECT DESCRIPTION: MBT Improvements for MBT 2

PROJECT LOCATION: City of Liberty Wastewater Treatment Plant

DATE OF CONTRACT: 7/28/2025

DATE PROJECT TO BEGIN:

ESTIMATED PROJECT COMPLETION DATE: 7/31/2026

REVISED COMPLETION DATE: _____

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

ATTACHED IS THE STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

APPROVED

DIRECTOR OF UTILITIES

DATE

INSTRUCTIONS

EXEMPT ENTITY-A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Certificate Expiration Date.

CONTRACTOR/SUBCONTRACTOR- The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase on behalf of the exempt entity, all tangible personal property to be incorporated or consumed in the construction of that project and no other on a tax exempt basis. **A COPY OF EACH CERTIFICATE MUST BE RETAINED BY THE PURCHASER FOR A PERIOD OF FIVE YEARS.**

MATERIAL SUPPLIER-A completed copy of this exemption certificate along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF LIBERTY
101 E KANSAS ST
LIBERTY MO 64068

Missouri Tax ID
Number: 12490938

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

(DT6050)

City Liberty JCI docu sign final 2025-7-22 egs

Final Audit Report

2025-07-22

Created:	2025-07-22
By:	Edward Seigerst (gary.seigerst@otcindustrial.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYDptbhaVDaHEI6PhEX6zOuXgS-SHGBKp

"City Liberty JCI docu sign final 2025-7-22 egs" History

-  Document created by Edward Seigerst (gary.seigerst@otcindustrial.com)
2025-07-22 - 3:10:59 PM GMT
-  Document emailed to Matt Marthinson (matt.marthinson@otcindustrial.com) for signature
2025-07-22 - 3:11:05 PM GMT
-  Email viewed by Matt Marthinson (matt.marthinson@otcindustrial.com)
2025-07-22 - 8:23:49 PM GMT
-  Document e-signed by Matt Marthinson (matt.marthinson@otcindustrial.com)
Signature Date: 2025-07-22 - 8:24:18 PM GMT - Time Source: server
-  Agreement completed.
2025-07-22 - 8:24:18 PM GMT



CITY COUNCIL ACTION REPORT

Meeting Date: August 11, 2025

A/R No.: 2025-246

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: Ordinance amending Ordinance No. 11951, approving a contract with the Mid-America Regional Council pertaining to senior services, by approving amendment #3, increasing the set maximum reimbursement rates from a period of July 1, 2024 through June 30, 2026

Summary:

- The original contract (Ordinance No. 11951) with MARC, effective July 1, 2024, authorized receipt of funds from MARC for FY2024/2025 senior center administration, site person transportation, home delivered meal delivery, home delivered meals administration of a volunteer system and evidence-based DPHP programs.
- Amendment No. 1 (Ordinance No. 11987) is dated October 14, 2024.
- Amendment No. 2 (Ordinance No. 12106) is dated May 19, 2025.
- Amendment No. 3 sets the maximum reimbursement rates from a period of July 1, 2024, through June 30, 2026.

Background:

Each year, the City of Liberty is awarded operating contracts by the Mid-America Regional Council (MARC) to support senior center administration, site person transportation, home-delivered meal delivery, home-delivered meals administration of a volunteer system and evidence-based DPHP programs. All contracts are for the state fiscal year July 1 through June 30.

MARC funding is based on actual service units delivered (rides taken, meals delivered) and cannot exceed maximum reimbursement amounts.

The table below outlines the maximum reimbursement amounts described in the original contract and subsequent amendments and the maximum reimbursement amounts to be reimbursed as proposed in Amendment No. 3.

Service	Original Contract	Amendment #1	Amendment #2	Amendment #3
Transportation services to and from the center, unit rate \$2.89/one-way trip	\$15,000	\$15,000	\$15,000	\$15,000
Delivery of home-	\$22,000	\$22,000	\$22,000	Removed

delivered meals, unit rate \$2.00				
Home-delivered meals administration of a volunteer system, unit rate \$5.75	\$63,250	\$63,250	\$63,250	\$35,000
Evidence-based DPHP programs	\$10,000	\$10,000	\$20,000	\$20,000
Home-delivered meals reassessments	\$0	\$0	\$0	\$0
Administration of senior center	\$33,000	\$66,473.53	\$66,473.53	\$33,000
Total value of contract	\$143,250	\$176,723.53	\$186,723.53	\$103,000

Previous Action (if applicable):

Ordinance No. 11951 was approved at the regular meeting of the City Council of the City of Liberty, Missouri, on August 12, 2024; Amendment No. 1 (Ord. 11987) was approved on October 14, 2024; Amendment No. 2 (Ord. 12106) was approved on May 19, 2025.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):100-43002-000-000000	Amount: \$83,000.00
	Revenue Line (if applicable):465-44069-000-000000	Amount: \$20,000.00
Non-Budgeted	Line Item:	Amount:
	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. ORDINANCE SF25 MARC Amendment #3 (for 2025-2026)
2. Liberty SFY 25 Center Srvs Amend 3 v2 for 2025-2026

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 11951, APPROVING A CONTRACT WITH THE MID-AMERICA REGIONAL COUNCIL PERTAINING TO SENIOR SERVICES, BY APPROVING AMENDMENT #3, INCREASING THE SET MAXIMUM REIMBURSEMENT RATES FROM A PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2026

WHEREAS, Ordinance No. 11951, Approving a Contract with the Mid-America Regional Council Pertaining to Senior Services was approved on August 12, 2024; and,

WHEREAS, Ordinance No. 11987, Approving a First Amendment to the Contract with the Mid-America Regional Council Pertaining to Senior Services was approved on October 14, 2024; and,

WHEREAS, Ordinance No. 12106, Approving a Second Amendment to the Contract with the Mid-America Regional Council Pertaining to Senior Services was approved on May 19, 2025; and,

WHEREAS, The Mid-America Regional Council recognizes funds are required to help the City of Liberty meet its obligations of offering quality senior service programs and therefore wish to amend certain terms and provisions of Ordinance No. 11951 as set forth herein; therefore,

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an amendment to the agreement between the City of Liberty and the Mid-America Regional Council pertaining to Senior Services by setting the maximum reimbursement rates for the period of July 1, 2024 through June 30, 2026 as follows: \$33,000 for senior center administration, \$15,000 for transportation, \$35,000 for Meals on Wheels subsidized meals, and \$20,000 for Evidence Based Programs. A copy of said amendment is incorporated by reference herein and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the amendment described in Section I of this ordinance.

ORDINANCE NO. _____(CONT.)

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

AMENDMENT COMMUNITY CENTER SERVICES AGREEMENT
Contract #10060-CoL-25

This Third Amendment to the Agreement (the "Amendment"), by and between the City of Liberty, MO, (hereinafter referred to as Contractor), with offices located at 101 E. Kansas St., Liberty, Missouri, and Mid-America Regional Council (hereinafter referred to as MARC), with offices located at 600 Broadway, Suite 200, Kansas City, Missouri, is effective this 1st Day of July, 2025.

WITNESSETH:

WHEREAS, MARC and Contractor are parties to that certain Agreement dated as of July 1, 2024 (the "Agreement"); and that First Amendment, dated as of September 29, 2024; and that Second Amendment, dated as of April 29, 2025; and

WHEREAS, MARC and Contractor wish to amend certain terms and provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment and not otherwise defined herein shall herein have the meaning ascribed to such terms in the Agreement.
2. **Amendment.** Paragraph 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

TIME OF PERFORMANCE

- A. **Term** - Contractor shall begin performing the Services as of July 1, 2024 and shall work diligently to perform the various components of this agreement to the satisfaction of MARC, in accordance with the terms provided herein, by June 30, 2026.
- B. **Extension of Term** - The time frame for the provision of the services under this Agreement may be extended at MARC's sole discretion.
3. **Amendment.** Paragraph 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

COMPENSATION

- A. **Maximum Obligation** - Contractor and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:

Subrecipient Name: City of Liberty, Missouri
 Subrecipient's Unique Entity ID (UEI): W3VLKRVF9YJ7
 Service: Community Center Services - SFY 2025, SFY 2026

Amended: 7/1/25

ADMINISTRATION	SFY '25			SFY '26		SFY 2025-26
	MARC REIMBURSED COSTS	SSGDP NON-FED FUNDS	CONTRACTOR CONTRIBUTED COSTS	MARC REIMBURSED COSTS	CONTRACTOR CONTRIBUTED COSTS	TOTAL SERVICE COSTS
Direct Service Costs:						
Personnel/Fringe	\$33,000	\$0	\$110,278	\$33,000	\$110,278	\$286,556
Travel	\$0	\$0	\$197	\$0	\$197	\$394
Rent/Utilities/Telephone/Bldg Maintenance	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$4,520	\$0	\$4,520	\$9,040
Equipment (5310 vehicle)	\$0	\$33,474	\$0	\$0	\$0	\$33,474
Other	\$0	\$0	\$10,105		\$10,105	\$20,210
Insurance	\$0	\$0	\$1,350	\$0	\$1,350	\$2,700
Total Direct Service Costs	\$33,000	\$33,474	\$126,450	\$33,000	\$126,450	\$352,374
Indirect Costs:						
Personnel/Fringe	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Rent/Utilities/Telephone	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Total Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
GRANT TOTAL	\$33,000	\$33,474	\$126,450	\$33,000	\$126,450	\$352,374

Transportation Services	UNIT RATE	ANNUAL UNITS	AVERAGE MONTHLY UNITS	ANNUAL AMOUNT
SFY '25 Site Transportation - Persons	\$2.89	5,190	433	\$15,000.00
SFY '25 Home Delivered Meal Delivery	\$2.00	11,000	917	\$22,000.00
SFY '25 Home Delivered Meals Administration	\$5.75	11,000	917	\$63,250.00
SFY '26 Site Transportation - Persons	\$2.89	5,190	433	\$15,000.00
SFY '26 Home Delivered Meals Administration	\$5.75	6,087	507	\$35,000.00

Evidence-Based Disease Prevention/Health Promotion Programs	
SFY '25 - \$20,000	SFY '26 - \$20,000
These services include the delivery of group-based disease prevention and health promotion courses. These courses are licensed by entities approved by the Administration for Community Living and/or the Missouri Department of Health and Senior Services and are known to improve health and other outcomes among participants. Awards include the following compensation rates, specific to evidence-based programs:	
<i>Evidence-based DPHP program facilitation at \$25-\$200/completer</i> <i>Evidence-based DPHP program training at \$200-\$600 Leader Training</i>	
For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.	

Total SFY '25 Contractual Commitment: Not to exceed \$186,724
Total SFY '26 Contractual Commitment: Not to exceed \$103,000

Contractor, as a federal subrecipient, is responsible for a minimum of 25% match of the total cost of these programs in the form of in-kind contributions. Subrecipient proposed no indirect costs. Therefore, **indirect costs will be considered unallowable**. Where appropriate, Contractor shall be held fiscally responsible for

noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

B. Method and Time of Payment – Payment shall be made in the following manner:

Contractor shall submit monthly invoices, including appropriate documentation, to MARC **no later than the fifth business day following the end of each month. No payment will be made for any invoice for prior months without approval of MARC.** Should any unforeseen reason develop that would cause Contractor to miss this ultimate deadline, there must be proactive communication from Contractor to MARC to that effect in advance.

MARC shall reimburse Contractor within thirty (30) calendar days after the receipt of each invoice. Contractor shall maintain complete records of all costs incurred under this agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

4. **Amendment.** Paragraph 17 of the Agreement, regarding Contributions and Project Income, is hereby deleted in its entirety and replaced with the following:

The Older Americans Act allows and encourages the collection of voluntary contributions from service recipients. No eligible client is to be denied a service because of an inability or unwillingness to contribute. Any project income collected by the contractor must be forwarded to MARC with the monthly report, identifying the service for which it was received. It will then be used to expand the service for which it was received.

5. **Amendment.** Paragraph 18 of the Agreement, regarding Federal and State Terms and Conditions, is hereby deleted in its entirety and replaced with the following:

- A. This Agreement shall be subject to all applicable Federal Terms and Conditions provided in **Exhibit B** attached hereto and incorporated herein by reference.
- B. Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. All Contractors and sub-contractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-Verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services (**Exhibit C**). Compliance with any such requirements is required under this Agreement and any subcontracts permitted hereunder. Contractor shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of

finer which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the Contractor's employees are lawfully present in the United States. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

- C. Section 34.600, RSMo, precludes MARC from entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel." (**Exhibit D**)
- D. On August 21, 1996, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, was enacted. The Department of Health and Human Services developed privacy regulations governing individually identifiable health information, which were published in final form August 14, 2002. These regulations, known as The Privacy Rule, as well as all Administrative Simplification rules, apply to the "covered entities", meaning health plans, health care clearinghouses, and to any health care provider who transmits health information in electronic form in connection with transactions for which the Secretary of HHS has adopted standards under HIPAA. All MARC subrecipients/contractors providing any MARC Older Americans Act program is considered to be "business associates" of MARC and are therefore required to comply with these adopted standards under HIPAA. Consequently, **Exhibit E** (Business Associate Provisions) is attached and incorporated into this Agreement.

6. **Amendment.** **Exhibit F** (Community Center Assurances); **Exhibit G** (Certification Regarding Debarment and Suspension); **Exhibit H** (Single Audit Certification); are all hereby added to this Agreement, requiring Contractor to comply with each and signed by the designated authorized representative.

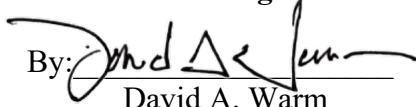
7. **Governing Law.** This Amendment shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Amendment, the federal common law shall govern.

8. **Controlling Agreement.** To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Agreement, this Amendment and the Agreement shall be deemed to conform to the terms and conditions of this Amendment.

9. **Binding Effect.** All the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

Mid-America Regional Council

By: 
David A. Warm
Executive Director

Date: 7/1/2025

City of Liberty, Missouri

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A**DETAIL OF FEDERAL FINANCIAL ASSISTANCE FUNDING****By Program and Code of Federal Domestic Assistance (CFDA) Number****State Fiscal Years 2026 Funding Allocation****As Passed to the Missouri Department of Health and Senior Services, which in Turn is Passed through to MARC****Federal Awarding Agency: Department of Health and Human Services – Administration for Community Living (ACL)****Federal Award Name: Older Americans Act Title III – Grants for State and Community Programs on Aging**

Part III-B: Supportive Services; CFDA #93.044; \$ 5,048
 CFDA Title – Special Programs for the Aging Title III, Part B, Grants for Supportive Services and Senior Centers
 Federal Awards – TBD

Part III-C1: Congregate Meals; CFDA #93.045 \$ 30,855
 CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services
 Federal Awards – TBD

Part III-C2: Home Delivered Meals; CFDA #93.045 \$ 42,055
 CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services
 Federal Awards – TBD

Part III-D: Preventive Health; CFDA #93.043 \$ 20,000
 CFDA Title – Special Programs for the Aging Title III, Part D, Disease Prevention and Health Promotion Services
 Federal Awards – TBA

Federal Award Name: Older Americans Act Section 311 - Nutrition

Nutrition Services Incentive Program: CFDA #93.053 \$ 7,292
 CFDA Title – Nutrition Incentive Program
 Federal Awards – TBA

Other HHS-Funded Programs:**Federal Agency Name: Department of Health and Human Services/ Administration for Children and Families (ACF)****Federal Award Name: Social Services Block Grant**

Social Services Block Grant: CFDA #93.667 \$ 2,995
 CFDA Title – Social Services Block Grant

Total Amount of Federal Awards Obligated by this Action: \$ tba**Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement: \$ 108,245**

EXHIBIT B

Federal Terms and Conditions

1) NONDISCRIMINATION (49 CFR Part 21): During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A. Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Commerce, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.

B. Contractor, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of Contractors, including procurement of materials and leases of equipment. Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.

C. In all solicitations, whether by competitive bidding or negotiation, made by the Contractor for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.

D. The Contractor shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the Contractor shall so certify to MARC, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose such contract sanctions as it may determine to be

appropriate, including, but not limited to: (i) Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. The Contractor shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as MARC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

2) AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, Contractor shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.

3) AFFIRMATIVE ACTION IN EMPLOYMENT: The Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates

of pay or other form of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. The Contractor will include the provisions of Paragraphs A through E above in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

4) EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4(b)): During the performance of this Agreement, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by MARC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as MARC may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event the Subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

5) PROHIBITION AGAINST SUBSTANCE ABUSE: The Contractor shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

6) LOBBYING: The Contractor hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the Contractor, to any person to influence an officer or employee of any federal agency or federal elected official. The Contractor will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.

7) COPELAND "ANTI-KICKBACK" ACT: All contracts and subgrants for construction or repair will include provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3).

8) DAVIS-BACON ACT: All construction endeavors of the AAA in excess of \$2,000 will include provision for compliance with the Davis-Bacon Act (40 U.S.C. section 3141 et seq.)

9) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: All construction endeavors of the AAA in excess of \$2,000, and in excess of \$2,500 for other contracts involving employment of mechanics or laborers, will include provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR part 5).

10) CLEAN AIR ACT/CLEAN WATER ACT/EPA REGULATIONS: Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, under section 306 (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (42 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

11) WINDSOR V. UNITED STATES: Contractor will comply with the requirement to provide services to married same-sex couples.

12) EMPLOYEE WHISTLEBLOWER PROTECTIONS: Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

13) TARGET POPULATION: (OAA Section 306 (a)(4)(A)(i)(I)) Contractor shall target its services to low-income minority individuals, older rural individuals, and older individuals with limited English proficiency. Persons aged 60 or over who are frail, homebound by reason of illness or incapacitation disability, or otherwise isolated, shall be given priority in the delivery of services. (45 CFR 1321.69(a)).

14) BOSTOCK v CLAYTON COUNTY: Contractor shall ensure employees are protected against discrimination because of their sexual orientation or gender identity.

EXHIBIT C
E-Verify

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

EXHIBIT C, continued

Box A CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and _____ (Company/Individual Name) is awarded a contract for the services requested herein under **Contract #10060-CoL-25** (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Mid-America Regional Council with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT C, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the contractor must perform/provide the following. The contractor should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov>; Phone: 888-464-4218) with respect to employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division; (if the signature page of the of the MOU lists the contractor's name, then no additional pages of the MOU must be submitted); AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION

The contractor who meets section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to **Contract #10060-CoL-25** (Contract Number) for the duration of the contract, in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **Contract #10060-CoL-25** (Contract Number) for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT C, continued

BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMO, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the Mid-America Regional Council (MARC). We have previously provided documentation to MARC that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following:

_____ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division.

_____ A current notarized Affidavit or Work Authorization (must be completed, signed, and notarized within the past twelve months).

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

EXHIBIT D

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement:

Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions:

The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars”; or 2) “contractors with fewer than ten employees.” Therefore, the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company – any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel – engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of

the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification:

The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C of this Exhibit.

BOX A: To be completed by a contractor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”

BOX B: To be completed by a contractor that meets the definition of “Company” but has less than ten employees.

BOX C: To be completed by a contractor that meets the definition of “Company” and has ten or more employees.

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity’s business status changes during the life of the contract to become a “company” as defined in section 34.600. RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Mid-America Regional Council at that time.

Authorized Representative’s Name (please print)

Authorized Representative’s Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees, but that if awarded a contract, and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Mid-America Regional Council at that time.

Authorized Representative's Name (please print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein, said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (please print)

Authorized Representative's Signature

Company Name

Date

EXHIBIT E BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“BAA”) is incorporated into and made part of this Contract #10060-CoL-25 in existence as of Start Date July 1, 2025 or entered into in the future, by and between Mid-America Regional Council (“MARC”) on behalf of itself and its subsidiaries and affiliates and City of Liberty, Missouri (“**Business Associate**”) on behalf of itself and its subsidiaries and affiliates. This BAA replaces and supersedes any previous Business Associate Agreements entered into between the Parties.

Title II of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (which includes the “Privacy Rule” and the “Security Rule”), and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) impose certain obligations upon MARC to maintain the security and confidentiality of Protected Health Information (“PHI”). Specifically, the “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards (45 C.F.R. Parts 160 and 164, Subpart C). The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information, as set forth at 45 CFR Part 164 Subpart D.

The Patient Protection and Affordable Care Act of 2010 (“ACA”) as amended by the Health Care and Education Reconciliation Act of 2010 and implementing regulations found at 45 C.F.R. Parts 155, 156, and 157 (“Exchange Regulations”) impose certain privacy and security requirements related to Personally Identifiable Information (“PII”).

- A. Confidentiality of Substance Use Disorder Patient Records Rule** found at 42.C.F.R. Part 2 (“**Part 2 Rule**”) imposes additional privacy and security requirements on “**Part 2 Programs**” and “**Lawful Holders**”, including MARC, who receive information related to the diagnosis of an individual with a substance use disorder, having or having had a substance use disorder, or being or having been referred to treatment for a substance use disorder (herein called “**Part 2 Information**” for convenience).

All references to PHI throughout this BAA shall also apply to PII for purposes of compliance with the ACA and the Exchange Regulations and to Part 2 Information for purposes of compliance with the Part 2 Rule.

To perform under the Agreement, Business Associate may create, receive, maintain, or transmit PHI on behalf of MARC. As such, HIPAA and ACA require that MARC enter into a written agreement with Business Associate that includes specific provisions for the protection of PHI. MARC and Business Associate mutually agree to adopt this BAA to satisfy such obligation. The parties intend that this BAA only apply to Business Associate to the extent the services provided by Business Associate to MARC are covered by HIPAA, the HIPAA Rules, ACA, or the Exchange Rules. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Rules and Exchange Rules related to PHI.

B. Privacy of Protected Health Information (PHI)

- 1. Permitted Uses and Disclosures.** Business Associate is permitted, or required, to use or disclose PHI it creates or receives for, or from, MARC only as follows, consistent with the Privacy Rule and Exchange Rule:

a) **Functions and Activities on MARC's Behalf.** Business Associate is permitted to request the minimum necessary PHI from MARC or on MARC's behalf and to use and to disclose the minimum necessary PHI it creates or receives from or on behalf of MARC to perform its obligations under the Agreement.

b) **Business Associate's Operations; Data Aggregation.** Business Associate may *use* or *disclose* the minimum necessary PHI it creates or receives for or from MARC as necessary for data aggregation. Business Associate may *use* the minimum necessary PHI it creates or receives for or from MARC as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may *disclose* the minimum necessary of such PHI to other third-parties as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:

(i) The disclosure is required by law; or

(ii) Business Associate obtains reasonable assurance, evidenced by written agreement, from any other person or organization to which Business Associate will disclose such PHI that the person or organization will:

a. Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and

b. Notify Business Associate (who will in turn promptly notify MARC) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

c) **Additional Limitations as to Part 2 Information.** To the extent Business Associate creates, receives, or maintains Part 2 Information for or from MARC, Business Associate will only use or disclose such Part 2 Information to perform obligations under the Agreement and in a manner permitted by the Part 2 Rule.

d) **Additional Limitations as to Reproductive Health Care Information.** To the extent that Business Associate is required by law to disclose PHI or requested to disclose PHI potentially related to Reproductive Health Care, Business Associate will immediately provide MARC with written notice and provide MARC with an opportunity to oppose any request for such PHI or to take whatever action MARC deems appropriate.

e) **De-identification.** Business Associate may use PHI to create information that is de-identified in accordance with 45 C.F.R. 164.514. Business Associate shall be responsible for ensuring such de-identification complies with all requirements of the HIPAA Rules and that such information cannot be re-identified. Further, Business Associate shall ensure the information does not identify or represent the information as pertaining to MARC. Any violation of this Section A.1.c) shall be considered an Unauthorized Use/Disclosure, defined below.

2. Minimum Necessary and Limited Data Set. Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, Business Associate will, in its performance of the functions, activities, services, and operations specified in Section A.1 above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request. In addition, Business Associate also agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under this BAA.

- 3. Prohibition on Unauthorized Uses and Disclosures.** Business Associate will neither use nor disclose PHI it creates or receives for or from MARC or from another business associate of MARC, except as permitted or required by this BAA or as required by law or as otherwise permitted in writing by MARC.
- 4. Sale of PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by this BAA and consistent with applicable law.
- 5. Marketing.** Business Associate shall not directly or indirectly receive payment for any use or disclosure of PHI for marketing purposes except where permitted by this BAA and consistent with applicable law.
- 6. Information Safeguards.**
- a) **Privacy of MARC's Clients' Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of MARC's Clients' PHI. The safeguards must reasonably protect MARC's Clients' PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 C.F.R. Part 164, Subpart E, the Exchange Rule and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA.
 - b) **Security of MARC's Clients' Electronic Protected Health Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on MARC's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C, the Exchange Rule and as required by the HITECH Act. Business Associate also shall develop and implement policies and procedures and meet the Security Rule documentation requirements, as of the compliance date for such obligations as applied to Business Associates.
 - c) **Evidence of Safeguards.** Business Associate will provide MARC evidence of its information safeguards through completion of a SOC2 audit or response to MARC's information security questionnaire.
- 7. Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this BAA or in writing by MARC to disclose any of the PHI Business Associate creates or receives for or from MARC, to provide reasonable assurance, evidenced by written agreement, that subcontractor or agent will comply with the same privacy and security obligations as Business Associate with respect to such PHI. In addition to this requirement, Business Associate may not re-disclose any Part 2 Information to a subcontractor unless: the third-party a) is involved in the provision of services to MARC; b) needs such Part 2 Information to provide the services for MARC; and c) only further discloses the Part 2 Information back to Business Associate or MARC.
- C. Compliance with Transaction Standards.** If Business Associate conducts in whole or part electronic Transactions on behalf of MARC for which Department of Health and Human Services ("HHS") has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of MARC that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification;
- or
4. Changes the meaning or intent of the Standard Transaction’s implementation specification

D. Individual Rights.

The HIPAA regulations give individuals covered under MARC health benefits plans certain rights in the PHI that is maintained by MARC about those individuals. To the extent the services Business Associate provides to MARC affect MARC’s ability to comply with its obligations related to individual rights, MARC requires Business Associate’s cooperation in ensuring that the following rights are given to the individual:

1. **Access.** Business Associate will promptly upon MARC’s request make available to MARC or, at MARC’s direction, to the individual (or the individual’s personal representative) for inspection and obtaining copies of any PHI about the individual which Business Associate created or received for or from MARC and that is in Business Associate’s custody or control, consistent with the requirements of 45 C.F.R. § 164.524, so that MARC may meet its access obligations under 45 C.F.R. § 164.524. Business Associate shall make such information available in an electronic format where directed by MARC.
2. **Amendment.** Business Associate will, upon receipt of notice from MARC, promptly amend or permit MARC access to amend any portion of the PHI which Business Associate created or received for or from MARC, so that MARC may meet its amendment obligations under 45 C.F.R. § 164.526.
3. **Disclosure Accounting.** So that MARC may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
 - a) **Disclosure Tracking.** Business Associate will record the following data as required by the HIPAA Privacy Rule for each disclosure, except those listed under Section C.3(c) below as not requiring an accounting, that Business Associate makes to MARC or a third-party of PHI that Business Associate creates or receives for or from MARC: (i) the disclosure date; (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the “disclosure information”).
 - b) **Repetitive Disclosures.** For repetitive disclosures Business Associate makes to the same person or entity (including MARC) for a single purpose, Business Associate may provide: (i) the disclosure information for the first of these repetitive disclosures; (ii) the frequency, periodicity or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Business Associate will make this disclosure information available to MARC promptly upon MARC’s request.
 - c) **Exceptions from Disclosure Tracking.** Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this BAA or MARC in writing permits or requires: (i) for the purpose of MARC’s payment activities, or health care operations, (except where such recording or accounting is required by the HITECH Act,

and as of the effective dates for this provision of the HITECH Act); (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to another covered entity or business associate of another covered entity for the treatment, payment or healthcare operations of the receiving covered entity; (iv) incident to a use or disclosure permitted by the Privacy Rule; (v) pursuant to an authorization signed by the individual consistent with the requirements of the Privacy Rule; (vi) for notification for disaster relief purposes; (vii) for national security or intelligence purposes; (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody; or (ix) as part of a limited data set under 45 C.F.R. 164.514(e).

d) **Availability of Disclosure Information.** Unless otherwise provided by applicable law, Business Associate must have available for MARC the disclosure information required by Section C.3(a) above for the six (6) years preceding the date of MARC's request for the disclosure information. Business Associate will make the Disclosure Information available to MARC within ten (10) business days following MARC's request for such Disclosure Information or as necessary to comply with an individual's request for disclosure accounting.

E. **Reporting.**

1. **Unauthorized Use or Disclosure.** Business Associate will report to MARC any use or disclosure of PHI not permitted by this BAA or by written authorization from MARC ("Unauthorized Use/Disclosure"). An Unauthorized Use/Disclosure includes, but is not limited to, a "**Breach**" of "**Unsecured Protected Health Information**" as these terms are defined by the Breach Notification Regulation.

2. **Security Incidents.** Business Associate will provide notice to MARC of any Security Incidents that result in *actual or reasonably likely* unauthorized access, use, disclosure, modification or destruction of information or interference with Business Associate's system operations ("Successful Security Incidents") of which Business Associate becomes aware. A Successful Security Incident shall include, but is not limited to a Breach of Unsecured Protected Health Information as these terms are defined by the Breach Notification Regulations

For Security Incidents that *do not* result in unauthorized access, use, disclosure, modification or destruction of information or interference with Business Associate's system operations ("**Unsuccessful Security Incidents**"), each party agrees that this paragraph constitutes notice from Business Associate to MARCC of types of such Unsuccessful Security Incidents. The parties consider the following to be illustrative, but not inclusive, of Unsuccessful Security Incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with an information system:

- a) Pings on Business Associate's firewall;
- b) Port scans;
- c) Attempts to log on to a system or enter a database with an invalid password or username;
- d) Denial-of-service attacks that do not result in a server being taken off-line; and
- e) Malware (e.g., worms, viruses)

3. **Content of Report.** Any report made under this Section D shall be provided to MARC's Privacy Officer without unreasonable delay not to exceed three (3) business days from the Business Associate's discovery of the Unauthorized Use/Disclosure or Successful Security Incident (collectively "**Reportable Incident**") and shall include:

- a) the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Reportable Incident;
- b) the nature of the non-permitted access, use or disclosure, including the date of the Reportable Incident and the date of discovery of the Reportable Incident;
- c) the PHI accessed, used or disclosed in the Reportable Incident, to include the identification (if known) of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Reportable Incident (e.g., full name, social security number, date of birth, etc.);
- d) who made the non-permitted or violating access, use or received the non-permitted or violating disclosure;
- e) what corrective action Business Associate took or will take to prevent further non-permitted access, uses or disclosures;
- f) what Business Associate did or will do to mitigate any harmful effect of the non-permitted access, use or disclosure; and
- g) such other information, including a written report, as MARC may reasonably request.

4. Delivery of Notice. For purposes of notifying MARC of Reportable Incidents or other notices required under this BAA, notices shall be deemed given when properly addressed to a party's privacy contact, upon the date of receipt if hand-delivered or e-mailed, or three (3) business days after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid, or one (1) business day after deposit with a national overnight courier for next business day delivery, or upon the date of electronic confirmation of receipt of a facsimile transmission.

5. Address for Notice to MARC Notice of a Reportable Incident may be communicated to MARC as follows:

Contact Office: Privacy Officer
Carol Gonzales
Mid-America Regional Council
600 Broadway Blvd, STE 200
Kansas City, MO 64105

Telephone: 816-701-8204

E-mail: cgonzaless@MARC.ORG

6. Mitigation and Corrective Action. Promptly upon learning of any Reportable Incident that is or may be a Breach as defined by the Breach Notification Regulation, and in addition to the reporting required by Section D, Business Associate will take steps to mitigate the Breach to the extent possible, including taking corrective action to attempt to cure the Breach as promptly as possible.

7. Cooperation in Investigation. Business Associate shall cooperate with MARC in investigating any Reportable Incident and in meeting MARC's obligations under the Breach Notification Regulation and any other federal or state security breach notification laws.

8. Notifications Required by Law. To the extent a Reportable Incident triggers an obligation of MARC to provide notification to individuals, media, regulatory agencies or other parties under the Breach Notification Regulations or other state or federal law ("**Notifications**"),

Business Associate will cooperate with MARC in the provision of such Notifications. Notwithstanding anything to the contrary in the Agreement, Business Associate will reimburse MARC for MARC's costs in preparing and providing Notifications, including, but not limited to, credit monitoring services, and/or other costs incurred by MARC deemed reasonably necessary by MARC to notify its members of a breach by Business Associate or its subcontractor.

- F. Termination of Primary Agreement.** The following provisions govern terminations related to Business Associate's breach of its privacy obligations under this BAA. The terms and conditions of the Agreement governing all other rights of termination shall remain in full force and effect.

1. Right to Terminate for Breach.

a) In the event MARC determines that Business Associate is in violation of any term of this BAA, MARC shall notify Business Associate of such violation. MARC may provide Business Associate opportunity to cure the violation. If Business Associate does not cure the violation to the extent necessary, in MARC's sole discretion, for MARC to comply with requirements of 45 C.F.R. 164.504(e)(1), MARC may terminate this BAA. To the extent Business Associate must create, receive, maintain, or transmit PHI in order to perform under the Agreement, termination of this BAA shall constitute a material breach of the Agreement.

b) In the event Business Associate determines that MARC is in violation of any term of this BAA, Business Associate shall notify MARC of such violation. Business Associate may provide MARC opportunity to cure the violation. If MARC does not cure the violation to the extent necessary, in Business Associate's sole discretion, for Business Associate to comply with requirements of 45 C.F.R. 164.504(e)(1), Business Associate may terminate this BAA. To the extent Business Associate must create, receive, maintain, or transmit PHI in order to perform under the Agreement, termination of this BAA shall constitute a material breach of the Agreement.

- 2. Termination of BAA on Conclusion of Agreement.** This BAA will terminate upon termination or other conclusion of all underlying Agreements into which it has been incorporated by reference.

3. Obligations upon Termination.

a) **Return or Destruction.** Upon termination, cancellation, expiration or other conclusion of this BAA or the Agreement, Business Associate will, at MARC's instruction, either return all PHI to MARC (if feasible) or destroy all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from MARC, including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement.

b) **When Return or Destruction is Not Feasible.** Business Associate will identify any PHI that Business Associate created or received for or from MARC that cannot feasibly be returned to MARC or destroyed, and, where MARC agrees, in its reasonable judgment, that such return or destruction is infeasible, will limit its further use or disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible. If MARC does not agree, the above requirement to return or destroy PHI will apply. Within such thirty (30) days after the effective date of the termination, Business Associate will certify in writing to MARC that such return or destruction has been completed, will deliver to MARC the identification of any PHI for which return or

destruction is infeasible and, for that PHI, will certify that it will only use or disclose such PHI for those purposes that make return or destruction infeasible.

c) **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of the PHI it created or received for or from MARC will be continuous and survive termination, cancellation, expiration or other conclusion of this BAA and the Agreement.

d) **Other Obligations and Rights.** All other obligations and rights given to Business Associate and MARC upon termination, cancellation, expiration or other conclusion of the Agreement will be those set out in the Agreement.

G. Obligations of MARC.

1. **Notice of Privacy.** MARC will maintain its current Notice of Privacy Practices available on its website at [insert URL].

2. **Unauthorized Disclosures.** MARC will not request that Business Associate use or disclose PHI in a manner not permitted by the HIPAA Rules.

3. **Agreed Upon Restriction.** In the event MARC agrees to a restriction requested by an individual under 45 C.F.R. 164.522 that affects Business Associate's use of PHI of that individual, MARC will notify Business Associate of such restriction.

H. Insurance and Indemnification.

1. **Insurance.** Business Associate shall maintain, at its own expense, insurance ("Insurance") covering the party for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this BAA, including any negligent or otherwise wrongful acts or omissions by Business Associate or any employee or agent thereof, including a subcontractor of Business Associate. This includes, but is not limited to: any breach of HIPAA, HITECH Act, the HIPAA Rules, ACA, the Exchange Rules or any other law or regulation governing confidentiality of PHI. The policy, or policies maintained by Business Associate pursuant to this BAA shall have a per-claim policy limit of not less than One (1) Million Dollars (\$1,000,000) and any policy aggregate limit shall be no less than Three (3) Million Dollars (\$3,000,000). Business Associate shall provide evidence of such insurance coverage to MARC upon request. No term of this BAA or the Agreement shall limit the ability of a party or its insurer to recover damages, fees, or other relief otherwise available at law related to the violation of a term of this BAA by the other party.

2. **Indemnification in Agreement.** A breach of the terms and conditions of this BAA shall be deemed a breach of the Agreement and a claim, fine, demand or cause of action of any character arising out of this BAA shall be deemed arising out of the Agreement for the purposes of the indemnification provisions of the Agreement.

2. **Right to Tender or Undertake Defense.** If MARC is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of MARC's PHI or other breach of this BAA by Business Associate or any subcontractor or agent under Business Associate's control, MARC will have the option at any time either (a) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent MARC's interests at Business Associate's expense, subject to the written consent of MARC and its insurer (if applicable), such consent not to be unreasonably withheld or (b) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

3. **Right to Control Resolution.** MARC will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that MARC may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate its obligation to indemnify MARC under this Section G.

I. **General Provisions.**

1. **Definitions.** The terms “**Covered Entity**”, “**Electronic Protected Health Information**”, “**Protected Health Information (PHI)**”, “**Standard**”, “**Trading Partner Agreement**”, and “**Transaction**” have the meanings set out in 45 Code of Federal Regulations § 160.103. The term “**Standard Transaction**” has the meaning set out in 45 C.F.R. § 162.103. The term “**Required by Law**” has the meaning set out in 45 C.F.R. § 164.103. The term “**Security Incident**” has the meaning set out in 45 C.F.R. § 164.304. The terms “**Health Care Operations**”, “**Payment**” and “**Treatment**” have the meanings set out in 45 C.F.R. § 164.501. The term “**Use**” means, with respect to PHI, utilization, employment, examination, analysis or application within Business Associate. The terms “**Disclose**” and “**Disclosure**” mean, with respect to PHI, release, transfer, providing access to or divulging to a person or entity not within Business Associate. The term “**Reproductive Health Care**” has the meaning set out in 45 C.F.R. § 160.103. For purposes of this BAA, MARC’s PHI encompasses MARC’s Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.

2. **Amendment to BAA and Agreement.** Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to the Privacy or Security of PHI or Standard Transactions, this BAA and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

3. **Inspection of Books and Records.** Business Associate will make its internal practices, books, policies, procedures and records, relating to its use and disclosure of the PHI it creates or receives for or from MARC, available to MARC and to the U.S. Department of Health and Human Services Office for Civil Rights to determine compliance with the Privacy Rule, the Security Rule, 45 C.F.R. Parts 160-164, or this BAA.

4. **Undertaking of Obligations.** If Business Associate undertakes to perform any obligation of MARC under the Privacy Rule, Business Associate shall comply with the obligations of the Privacy Rule that apply to MARC in the performance of such obligation.

J. **Conflicts.** The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement that addresses privacy and confidentiality of confidential medical information. All non-conflicting terms and conditions of the Agreement remain in full force and effect.

CONTACT INFORMATION FOR BUSINESS ASSOCIATE AGREEMENT

TO CONTACT MARC

Contact Office: Privacy Officer
Carol Gonzales
Mid-America Regional Council
600 Broadway Blvd, STE 200
Kansas City MO 64105
Telephone: 816-701-8204
E-mail: cgonzales@MARC.ORG

TO CONTACT BUSINESS ASSOCIATE

Contact Person: _____
Contact Office: _____
Street Address/ P.O. Box: _____
City, State, ZIP: _____
Telephone: _____
Fax: _____
E-mail: _____

Per Section D.5. of the Business Associate Agreement, please notify MARC when the above information changes, or upon reasonable request from MARC. Thank you.

EXHIBIT F
COMMUNITY CENTER ASSURANCES

The Mid-America Regional Council (MARC) is contracting with _____ Senior Center(s) for the administration of the _____

1. The contractor assures that the senior center(s) will comply with all federal and state policies and regulations governing senior nutrition centers.
2. The contractor assures that the center(s) will comply with all applicable federal and state regulations for handicapped-accessible facilities including the entrance, restrooms, handicapped parking spaces, and adequate width of doors, hallways, and passages.
3. The contractor will comply with all equipment requirements for on-site food preparations kitchen or center(s) receiving bulk food, whichever is applicable.
4. The contractor assures that the center(s) will comply with all physical plant requirements including a minimum of 15 square feet per participant in the activity/dining area, a minimum of two rest rooms, and adequate off-street and/or on-street parking.
5. The contractor assures that the center(s) will comply with all applicable state, county, or city health and food service sanitation regulations.
6. The contractor assures the center(s) will comply with all applicable state and local fire and safety laws, including installation of an adequate number of fire extinguishers and smoke detectors according to recommendations of state or local fire authorities.
7. The contractor assures that the center(s) will comply with conditions referenced in the Policies & Procedures Manual, Programs Funded by Older Americans Act (OAA), including all revisions to the Manual as it may be revised from time to time following the execution of this Agreement, and the Manual for Senior Center Administration.

(Date)	(Authorized Contractor Representative)
6/23/25	<i>Kristi Bohling DaMatz</i>
(Date)	(MARC Director of Aging Services)

EXHIBIT G
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This agency certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department agency;
- B. Have not within a three-year period preceding this program year been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph B of this certification; and
- D. Have not within a three-year period preceding this program year had one or more public transaction (Federal, State or local) terminated for cause or default.

Where this agency is unable to certify to any of the statements in this certification, he/she shall attach an explanation to this certification.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

EXHIBIT H
SINGLE AUDIT CERTIFICATION

(Organization's Mailing Address)

Organization's Fiscal Year:

_____ to _____

I, _____ (Authorized Representative), hereby certify that the total expended from all federal awards from all funding sources during this agency's preceding fiscal year was \$ _____. Amounts exceeding \$750,000 require a single audit.

THEREFORE,

☐

We are required to have a single audit (\$750,000 or more).

☐

We are not required to have a single audit (less than \$750,000). However, we have included a copy of our independent auditor report and management letter with this certification.

☐

We are not required to have a single audit (for-profit organization). However, we have included a copy of our independent auditor report and management letter with this certification.

We understand that if we are required to have a single audit in accordance with Subpart F Audit Guidance – 2 CFR Part 200.501, we must submit the following information to MARC:

- (1) A copy of the reporting package as defined in OMB Single Audit Requirements (2 CFR Part 200.501);
- (2) Any management letter issued by the auditor; and
- (3) Our corrective action plan addressing all findings and questioned costs pertaining to funding received from MARC.

We further understand this information must be submitted to MARC within thirty (30) days of receiving the Single Audit Report or nine months after the end of the audit period, whichever occurs earlier. We expect to complete the audit and have copies of the report(s) available by _____.
(Date)

(Signature of Authorized Representative)

(Title of Authorized Representative)

(Typed or Printed Name of Authorized Representative)

(Date)



**CITY COUNCIL
ACTION REPORT**

Meeting Date: August 11, 2025

A/R No.: 2025-248

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: Ordinance amending Ordinance No. 11952, approving a contract with the Mid-America Regional Council pertaining to certain senior transportation services, by approving Amendment No. 1, setting the maximum reimbursement rates from a period of July 1, 2024, through June 30, 2026

Summary:

- The original contract (Ordinance No. 11952) with MARC, effective July 1, 2024, authorized receipt of funds from MARC for certain senior transportation services.
- This first amendment to the contract (Ordinance No. 11952) sets new maximum reimbursement amounts and extends the contract through June 30, 2026.

Background:

Annually, the Mid-America Regional Council (MARC) awards a transportation contract outlining expectations and funding for certain transportation services for senior residents within the City of Liberty. The City of Liberty additionally receives various grants through MARC. Some also include grant funding for other types of transportation services. This contract specifically funds transportation services for riders to community destinations that may include doctor visits, grocery stores or the pharmacy.

Note: This contract does not include transportation services for trips to the Silver Center. Those trips are tracked and reimbursed at a differing rate on a separate contract with MARC.

The table below summarizes the funding offered to the City of Liberty for the State FY 2024-2025 and for the State FY 2025-2026 as outlined in this amendment:

Service	Original Contract	Amendment #1
Transportation @ \$5.48/One Way - Community Destinations	\$59,287	\$35,000
Total value of contract	\$59,287	\$35,000

Previous Action (if applicable):

Ordinance No. 11952 was approved at the regular meeting of the City Council of the City of Liberty, Missouri, on August 12, 2024.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):100-43002-000-000000	Amount: \$35,000.00
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. ORDINANCE SF25 MARC Transportation Amendment #1 (for 2025-2026)
2. MARC Contract 10060-CoL-25-TRN AMENDMENT 1

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 11952, APPROVING A
CONTRACT WITH THE MID-AMERICA REGIONAL COUNCIL
PERTAINING TO CERTAIN SENIOR TRANSPORTATION SERVICES,
BY APPROVING AMENDMENT #1, SETTING THE MAXIMUM REIMBURSEMENT
RATES FROM A PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2026

WHEREAS, Ordinance No. 11952, approving a contract with the Mid-America Regional Council Pertaining to certain senior transportation services was approved on August 12, 2024; and,

WHEREAS, The Mid-America Regional Council recognizes funds are required to help the City of Liberty meet its obligations of offering quality senior transportation services and therefore wish to amend certain terms and provisions of Ordinance No. 11952 as set forth herein; therefore,

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an amendment to the agreement between the City of Liberty and the Mid-America Regional Council pertaining to Senior Services by setting the maximum reimbursement rates for the period of July 1, 2024, through June 30, 2026 as follows: \$35,000 for transportation services to community destinations. A copy of said amendment is incorporated by reference herein and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the amendment described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ORDINANCE NO. _____ (CONT.)

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

AGREEMENT AMENDMENT
Contract #10060-CoL-25-TRN

This First Amendment to the Agreement (the "Amendment"), by and between the City of Liberty, MO (hereinafter referred to as Contractor) with offices located at 101 E. Kansas St, Liberty, Missouri, and Mid-America Regional Council (hereinafter referred to as MARC), with offices located at 600 Broadway, Suite 200, Kansas City, Missouri, is effective this 1st day of July, 2025.

WITNESSETH:

WHEREAS, MARC and Contractor are parties to that certain Agreement dated as of July 1, 2024 (the "Agreement"); and

WHEREAS, MARC and Contractor wish to amend certain terms and provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**. All capitalized terms used in this Amendment and not otherwise defined herein shall herein have the meaning ascribed to such terms in the Agreement.
2. **Amendment**. Paragraph 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

TIME OF PERFORMANCE

- A. **Term** - Contractor shall begin performing the Services as of July 1, 2024 and shall work diligently to perform the various components of this agreement to the satisfaction of MARC, in accordance with the terms provided herein, by June 30, 2026.
 - B. **Extension of Term** - The time frame for the provision of the services under this Agreement may be extended at MARC's sole discretion.
3. **Amendment**. Paragraph 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

COMPENSATION

- A. **Maximum Obligation** - Contractor, as a subrecipient, and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:

TRANSPORTATION SERVICES

SUBAWARD PERIOD OF PERFORMANCE	UNIT RATE	ANNUAL UNITS	AVERAGE MONTHLY UNITS	ANNUAL AMOUNT
July 1, 2024 - June 30, 2025	\$5.48	10,819	902	\$59,287
July 1, 2025 - June 30, 2026	\$5.48	6,387	532	\$35,000

Total SFY '25 Contractual Commitment: Not to exceed \$59,287
Total SFY '26 Contractual Commitment: Not to exceed \$35,000

B. Method and Time of Payment - Payment shall be made in the following manner:

Contractor shall submit monthly invoices, including appropriate documentation, to MARC no later than the fifth business day following the end of each month. No payment will be made for any invoice for prior months without approval of MARC. Should any unforeseen reason develop that would cause Contractor to miss this ultimate deadline, there must be proactive communication from Contractor to MARC to that effect in advance.

4. **Amendment.** Paragraph 17 of the Agreement, regarding Contributions and Project Income, is hereby deleted in its entirety and replaced with the following:

The Older Americans Act allows and encourages the collection of voluntary contributions from service recipients. No eligible client is to be denied a service because of an inability or unwillingness to contribute. Any project income collected by the contractor must be forwarded to MARC with the monthly report, identifying the service for which it was received. It will then be used to expand the service for which it was received.

5. **Amendment.** Paragraph 18 of the Agreement, regarding Federal and State Terms and Conditions, is hereby deleted in its entirety and replaced with the following:

- A. This Agreement shall be subject to all applicable Federal Terms and Conditions provided in **Exhibit B** attached hereto and incorporated herein by reference.
- B. Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. All Contractors and sub-contractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-Verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services (**Exhibit C**). Compliance with any such requirements is required under this Agreement and any subcontracts permitted hereunder. Contractor shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit, under the penalty of

perjury attesting to the fact that the Contractor's employees are lawfully present in the United States. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

- C. Section 34.600, RSMo, precludes MARC from entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.” (**Exhibit D**)
- D. On August 21, 1996, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, was enacted. The Department of Health and Human Services developed privacy regulations governing individually identifiable health information, which were published in final form August 14, 2002. These regulations, known as The Privacy Rule, as well as all Administrative Simplification rules, apply to the “covered entities”, meaning health plans, health care clearinghouses, and to any health care provider who transmits health information in electronic form in connection with transactions for which the Secretary of HHS has adopted standards under HIPAA. All MARC subrecipients/contractors providing any MARC Older Americans Act program is considered to be “business associates” of MARC and are therefore required to comply with these adopted standards under HIPAA. Consequently, **Exhibit E** (Business Associate Provisions) is attached and incorporated into this Agreement.

6. **Amendment: Exhibit F** (Certification Regarding Debarment and Suspension); **Exhibit G** (Single Audit Certification); are all hereby added to this Agreement, requiring Contractor to comply with each and signed by the designated authorized representative.

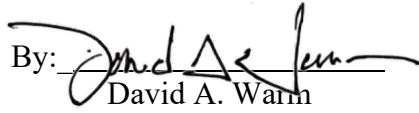
7. **Governing Law.** This Amendment shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Amendment, the federal common law shall govern.

8. **Controlling Agreement.** To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Agreement, this Amendment and the Agreement shall be deemed to conform to the terms and conditions of this Amendment.

9. **Binding Effect.** All of the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

Mid-America Regional Council

By: 
David A. Warm

Executive Director

Date: 7/1/2025

City of Liberty, MO

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

DETAIL OF FEDERAL FINANCIAL ASSISTANCE FUNDING
By Program and Code of Federal Domestic Assistance (CFDA) Number
State Fiscal Years 2026 Funding Allocation

**As Passed to the Missouri Department of Health and Senior Services, which in Turn is Passed through
to MARC**

**Federal Awarding Agency: Department of Health and Human Services – Administration for
Community Living (ACL)**

**Federal Award Name: Older Americans Act Title III – Grants for State and Community Programs on
Aging**

Part III-B: Supportive Services; CFDA #93.044; \$ 11,778
CFDA Title – Special Programs for the Aging Title III, Part B, Grants for Supportive Services and Senior Centers
Federal Awards – TBD

Total Amount of Federal Awards Obligated by this Action: \$ tba

Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement: \$ 11,778

EXHIBIT B

Federal Terms and Conditions

1) NONDISCRIMINATION (49 CFR Part 21): During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A. Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Commerce, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.

B. Contractor, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of Contractors, including procurement of materials and leases of equipment. Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.

C. In all solicitations, whether by competitive bidding or negotiation, made by the Contractor for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.

D. The Contractor shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the Contractor shall so certify to MARC and shall set forth what efforts it has made to obtain the information.

E. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (i)

Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. The Contractor shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as MARC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

2) AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, Contractor shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.

3) AFFIRMATIVE ACTION IN EMPLOYMENT: The Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the

rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. The Contractor will include the provisions of Paragraphs A through E above in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

4) EQUAL EMPLOYMENT OPPORTUNITY (41 CFR

Part 60-1.4(b)): During the performance of this Agreement, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including

apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by MARC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as MARC may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event the Subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

5) PROHIBITION AGAINST SUBSTANCE ABUSE: The Contractor shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

6) LOBBYING: The Contractor hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the Contractor, to any person to influence an officer or employee of any federal agency or federal elected official. The Contractor will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.

7) COPELAND "ANTI-KICKBACK" ACT: All contracts and subgrants for construction or repair will include provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3).

8) DAVIS-BACON ACT: All construction endeavors of the AAA in excess of \$2,000 will include provision for compliance with the Davis-Bacon Act (40 U.S.C. section 3141 et seq.)

9) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: All construction endeavors of the AAA in excess of \$2,000, and in excess of \$2,500 for other contracts involving employment of mechanics or laborers, will include provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR part 5).

10) CLEAN AIR ACT/CLEAN WATER ACT/EPA REGULATIONS: Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, under section 306 (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (42 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

11) WINDSOR V. UNITED STATES: Contractor will comply with the requirement to provide services to married same-sex couples.

12) EMPLOYEE WHISTLEBLOWER PROTECTIONS: Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

13) TARGET POPULATION: (OAA Section 306 (a)(4)(A)(i)(I)) Contractor shall target its services to low-income minority individuals, older rural individuals, and older individuals with limited English proficiency. Persons aged 60 or over who are frail, homebound by reason of illness or incapacitation disability, or otherwise isolated, shall be given priority in the delivery of services. (45 CFR 1321.69(a)).

14) BOSTOCK v CLAYTON COUNTY: Contractor shall ensure employees are protected against discrimination because of their sexual orientation or gender identity.

EXHIBIT C

E-Verify

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify .
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entities include Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

EXHIBIT C, continued

Box A CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and _____ (Company/Individual Name) is awarded a contract for the services requested herein under **Contract #10060-CoL-25-TRN** (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Mid-America Regional Council with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT C, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the contractor must perform/provide the following. The contractor should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov>; Phone: 888-464-4218) with respect to employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division; (if the signature page of the of the MOU lists the contractor's name, then no additional pages of the MOU must be submitted); AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION

The contractor who meets section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to **Contract #10060-CoL-25-TRN** (Contract Number) for the duration of the contract, in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **Contract #10060-CoL-25-TRN** (Contract Number) for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT C, continued

BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMO, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the Mid-America Regional Council (MARC). We have previously provided documentation to MARC that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following:

_____ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify _____ Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division.

_____ A current notarized Affidavit or Work Authorization (must be completed, signed, and notarized within the past twelve months).

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Precious E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

EXHIBIT D

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement:

Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions:

The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars”; or 2) “contractors with fewer than ten employees.” Therefore, the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company – any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel – engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification:

The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C of this Exhibit.

BOX A: To be completed by a contractor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”

BOX B: To be completed by a contractor that meets the definition of “Company” but has less than ten employees.

BOX C: To be completed by a contractor that meets the definition of “Company” and has ten or more employees.

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity’s business status changes during the life of the contract to become a “company” as defined in section 34.600. RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Mid-America Regional Council at that time.

Authorized Representative’s Name (please print)

Authorized Representative’s Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees, but that if awarded a contract, and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Mid-America Regional Council at that time.

Authorized Representative's Name (please print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein, said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (please print)

Authorized Representative's Signature

Company Name

Date

EXHIBIT E BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is incorporated into and made part of this Contract #10060-Col-25-TRN in existence as of Start Date July 1, 2025 or entered into in the future, by and between Mid-America Regional Council (“**MARC**”) on behalf of itself and its subsidiaries and affiliates and City of Liberty, MO (“**Business Associate**”) on behalf of itself and its subsidiaries and affiliates. This BAA replaces and supersedes any previous Business Associate Agreements entered into between the Parties.

Title II of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) (which includes the “**Privacy Rule**” and the “**Security Rule**”), and the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH Act**”) impose certain obligations upon MARC to maintain the security and confidentiality of Protected Health Information (“**PHI**”). Specifically, the “**HIPAA Rules**” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards (45 C.F.R. Parts 160 and 164, Subpart C). The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information, as set forth at 45 CFR Part 164 Subpart D.

The Patient Protection and Affordable Care Act of 2010 (“**ACA**”) as amended by the Health Care and Education Reconciliation Act of 2010 and implementing regulations found at 45 C.F.R. Parts 155, 156, and 157 (“**Exchange Regulations**”) impose certain privacy and security requirements related to Personally Identifiable Information (“**PII**”).

- A. Confidentiality of Substance Use Disorder Patient Records Rule** found at 42.C.F.R. Part 2 (“**Part 2 Rule**”) imposes additional privacy and security requirements on “**Part 2 Programs**” and “**Lawful Holders**”, including MARC, who receive information related to the diagnosis of an individual with a substance use disorder, having or having had a substance use disorder, or being or having been referred to treatment for a substance use disorder (herein called “**Part 2 Information**” for convenience).

All references to PHI throughout this BAA shall also apply to PII for purposes of compliance with the ACA and the Exchange Regulations and to Part 2 Information for purposes of compliance with the Part 2 Rule.

To perform under the Agreement, Business Associate may create, receive, maintain, or transmit PHI on behalf of MARC. As such, HIPAA and ACA require that MARC enter into a written agreement with Business Associate that includes specific provisions for the protection of PHI. MARC and Business Associate mutually agree to adopt this BAA to satisfy such obligation. The parties intend that this BAA only apply to Business Associate to the extent the services provided by Business Associate to MARC are covered by HIPAA, the HIPAA Rules, ACA, or the Exchange Rules. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Rules and Exchange Rules related to PHI.

B. Privacy of Protected Health Information (PHI)

1. Permitted Uses and Disclosures. Business Associate is permitted, or required, to use or disclose PHI it creates or receives for, or from, MARC only as follows, consistent with the Privacy Rule and Exchange Rule:

- a) **Functions and Activities on MARC’s Behalf.** Business Associate is permitted to request the minimum necessary PHI from MARC or on MARC’s behalf and to use and to disclose the minimum necessary PHI it creates or receives from or on behalf of MARC to

perform its obligations under the Agreement.

b) **Business Associate's Operations; Data Aggregation.** Business Associate may *use* or *disclose* the minimum necessary PHI it creates or receives for or from MARC as necessary for data aggregation. Business Associate may *use* the minimum necessary PHI it creates or receives for or from MARC as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may *disclose* the minimum necessary of such PHI to other third-parties as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:

- (i) The disclosure is required by law; or
- (ii) Business Associate obtains reasonable assurance, evidenced by written agreement, from any other person or organization to which Business Associate will disclose such PHI that the person or organization will:
 - a. Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - b. Notify Business Associate (who will in turn promptly notify MARC) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

c) **Additional Limitations as to Part 2 Information.** To the extent Business Associate creates, receives, or maintains Part 2 Information for or from MARC, Business Associate will only use or disclose such Part 2 Information to perform obligations under the Agreement and in a manner permitted by the Part 2 Rule.

d) **Additional Limitations as to Reproductive Health Care Information.** To the extent that Business Associate is required by law to disclose PHI or requested to disclose PHI potentially related to Reproductive Health Care, Business Associate will immediately provide MARC with written notice and provide MARC with an opportunity to oppose any request for such PHI or to take whatever action MARC deems appropriate.

e) **De-identification.** Business Associate may use PHI to create information that is de-identified in accordance with 45 C.F.R. 164.514. Business Associate shall be responsible for ensuring such de-identification complies with all requirements of the HIPAA Rules and that such information cannot be re-identified. Further, Business Associate shall ensure the information does not identify or represent the information as pertaining to MARC. Any violation of this Section A.1.c) shall be considered an Unauthorized Use/Disclosure, defined below.

2. Minimum Necessary and Limited Data Set. Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, Business Associate will, in its performance of the functions, activities, services, and operations specified in Section A.1 above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request. In addition, Business Associate also agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under this BAA.

3. Prohibition on Unauthorized Uses and Disclosures. Business Associate will neither use nor disclose PHI it creates or receives for or from MARC or from another business associate of MARC,

except as permitted or required by this BAA or as required by law or as otherwise permitted in writing by MARC.

4. Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by this BAA and consistent with applicable law.

5. Marketing. Business Associate shall not directly or indirectly receive payment for any use or disclosure of PHI for marketing purposes except where permitted by this BAA and consistent with applicable law.

6. Information Safeguards.

a) **Privacy of MARC's Clients' Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of MARC's Clients' PHI. The safeguards must reasonably protect MARC's Clients' PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 C.F.R. Part 164, Subpart E, the Exchange Rule and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA.

b) **Security of MARC's Clients' Electronic Protected Health Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on MARC's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C, the Exchange Rule and as required by the HITECH Act. Business Associate also shall develop and implement policies and procedures and meet the Security Rule documentation requirements, as of the compliance date for such obligations as applied to Business Associates.

c) **Evidence of Safeguards.** Business Associate will provide MARC evidence of its information safeguards through completion of a SOC2 audit or response to MARC's information security questionnaire.

7. Subcontractors and Agents. Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this BAA or in writing by MARC to disclose any of the PHI Business Associate creates or receives for or from MARC, to provide reasonable assurance, evidenced by written agreement, that subcontractor or agent will comply with the same privacy and security obligations as Business Associate with respect to such PHI. In addition to this requirement, Business Associate may not re-disclose any Part 2 Information to a subcontractor unless: the third-party a) is involved in the provision of services to MARC; b) needs such Part 2 Information to provide the services for MARC; and c) only further discloses the Part 2 Information back to Business Associate or MARC.

C. Compliance with Transaction Standards. If Business Associate conducts in whole or part electronic Transactions on behalf of MARC for which Department of Health and Human Services ("HHS") has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of MARC that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;

3. Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification; or
4. Changes the meaning or intent of the Standard Transaction’s implementation specification

D. Individual Rights.

The HIPAA regulations give individuals covered under MARC health benefits plans certain rights in the PHI that is maintained by MARC about those individuals. To the extent the services Business Associate provides to MARC affect MARC’s ability to comply with its obligations related to individual rights, MARC requires Business Associate’s cooperation in ensuring that the following rights are given to the individual:

1. **Access.** Business Associate will promptly upon MARC’s request make available to MARC or, at MARC’s direction, to the individual (or the individual’s personal representative) for inspection and obtaining copies of any PHI about the individual which Business Associate created or received for or from MARC and that is in Business Associate’s custody or control, consistent with the requirements of 45 C.F.R. § 164.524, so that MARC may meet its access obligations under 45 C.F.R. § 164.524. Business Associate shall make such information available in an electronic format where directed by MARC.
2. **Amendment.** Business Associate will, upon receipt of notice from MARC, promptly amend or permit MARC access to amend any portion of the PHI which Business Associate created or received for or from MARC, so that MARC may meet its amendment obligations under 45 C.F.R. § 164.526.
3. **Disclosure Accounting.** So that MARC may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
 - a) **Disclosure Tracking.** Business Associate will record the following data as required by the HIPAA Privacy Rule for each disclosure, except those listed under Section C.3(c) below as not requiring an accounting, that Business Associate makes to MARC or a third-party of PHI that Business Associate creates or receives for or from MARC: (i) the disclosure date; (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the “disclosure information”).
 - b) **Repetitive Disclosures.** For repetitive disclosures Business Associate makes to the same person or entity (including MARC) for a single purpose, Business Associate may provide: (i) the disclosure information for the first of these repetitive disclosures; (ii) the frequency, periodicity or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Business Associate will make this disclosure information available to MARC promptly upon MARC’s request.
 - c) **Exceptions from Disclosure Tracking.** Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this BAA or MARC in writing permits or requires: (i) for the purpose of MARC’s payment activities, or health care operations, (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act); (ii) to the individual who is the subject of the PHI disclosed or to that individual’s personal representative; (iii) to another covered entity or business associate of another covered entity for the treatment, payment or healthcare operations of the receiving covered entity; (iv) incident to a use or disclosure permitted by the Privacy Rule; (v) pursuant to an authorization signed by the individual consistent with the requirements of the Privacy Rule; (vi) for notification for

disaster relief purposes; (vii) for national security or intelligence purposes; (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody; or (ix) as part of a limited data set under 45 C.F.R. 164.514(e).

d) **Availability of Disclosure Information.** Unless otherwise provided by applicable law, Business Associate must have available for MARC the disclosure information required by Section C.3(a) above for the six (6) years preceding the date of MARC's request for the disclosure information. Business Associate will make the Disclosure Information available to MARC within ten (10) business days following MARC's request for such Disclosure Information or as necessary to comply with an individual's request for disclosure accounting.

E. Reporting.

1. **Unauthorized Use or Disclosure.** Business Associate will report to MARC any use or disclosure of PHI not permitted by this BAA or by written authorization from MARC ("Unauthorized Use/Disclosure"). An Unauthorized Use/Disclosure includes, but is not limited to, a "Breach" of "Unsecured Protected Health Information" as these terms are defined by the Breach Notification Regulation.

2. **Security Incidents.** Business Associate will provide notice to MARC of any Security Incidents that result in *actual or reasonably likely* unauthorized access, use, disclosure, modification or destruction of information or interference with Business Associate's system operations ("Successful Security Incidents") of which Business Associate becomes aware. A Successful Security Incident shall include, but is not limited to a Breach of Unsecured Protected Health Information as these terms are defined by the Breach Notification Regulations

For Security Incidents that *do not* result in unauthorized access, use, disclosure, modification or destruction of information or interference with Business Associate's system operations ("Unsuccessful Security Incidents"), each party agrees that this paragraph constitutes notice from Business Associate to MARCC of types of such Unsuccessful Security Incidents. The parties consider the following to be illustrative, but not inclusive, of Unsuccessful Security Incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with an information system:

- a) Pings on Business Associate's firewall;
- b) Port scans;
- c) Attempts to log on to a system or enter a database with an invalid password or username;
- d) Denial-of-service attacks that do not result in a server being taken off-line; and
- e) Malware (e.g., worms, viruses)

3. **Content of Report.** Any report made under this Section D shall be provided to MARC's Privacy Officer without unreasonable delay not to exceed three (3) business days from the Business Associate's discovery of the Unauthorized Use/Disclosure or Successful Security Incident (collectively "**Reportable Incident**") and shall include:

- a) the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Reportable Incident;
- b) the nature of the non-permitted access, use or disclosure, including the date of the Reportable Incident and the date of discovery of the Reportable Incident;

- c) the PHI accessed, used or disclosed in the Reportable Incident, to include the identification (if known) of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Reportable Incident (e.g., full name, social security number, date of birth, etc.);
- d) who made the non-permitted or violating access, use or received the non-permitted or violating disclosure;
- e) what corrective action Business Associate took or will take to prevent further non-permitted access, uses or disclosures;
- f) what Business Associate did or will do to mitigate any harmful effect of the non-permitted access, use or disclosure; and
- g) such other information, including a written report, as MARC may reasonably request.

4. Delivery of Notice. For purposes of notifying MARC of Reportable Incidents or other notices required under this BAA, notices shall be deemed given when properly addressed to a party's privacy contact, upon the date of receipt if hand-delivered or e-mailed, or three (3) business days after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid, or one (1) business day after deposit with a national overnight courier for next business day delivery, or upon the date of electronic confirmation of receipt of a facsimile transmission.

5. Address for Notice to MARC Notice of a Reportable Incident may be communicated to MARC as follows:

Contact Office: Privacy Officer
Carol Gonzales
Mid-America Regional Council
600 Broadway Blvd, STE 200
Kansas City, MO 64105

Telephone: 816-701-8204

E-mail: cgonzaless@MARC.ORG

6. Mitigation and Corrective Action. Promptly upon learning of any Reportable Incident that is or may be a Breach as defined by the Breach Notification Regulation, and in addition to the reporting required by Section D, Business Associate will take steps to mitigate the Breach to the extent possible, including taking corrective action to attempt to cure the Breach as promptly as possible.

7. Cooperation in Investigation. Business Associate shall cooperate with MARC in investigating any Reportable Incident and in meeting MARC's obligations under the Breach Notification Regulation and any other federal or state security breach notification laws.

8. Notifications Required by Law. To the extent a Reportable Incident triggers an obligation of MARC to provide notification to individuals, media, regulatory agencies or other parties under the Breach Notification Regulations or other state or federal law ("**Notifications**"), Business Associate will cooperate with MARC in the provision of such Notifications. Notwithstanding anything to the contrary in the Agreement, Business Associate will reimburse MARC for MARC's costs in preparing and providing Notifications, including, but not limited to, credit monitoring services, and/or other costs incurred by MARC deemed reasonably necessary by MARC to notify its members of a breach by Business Associate or its subcontractor.

F. Termination of Primary Agreement. The following provisions govern terminations related to

Business Associate's breach of its privacy obligations under this BAA. The terms and conditions of the Agreement governing all other rights of termination shall remain in full force and effect.

1. Right to Terminate for Breach.

a) In the event MARC determines that Business Associate is in violation of any term of this BAA, MARC shall notify Business Associate of such violation. MARC may provide Business Associate opportunity to cure the violation. If Business Associate does not cure the violation to the extent necessary, in MARC's sole discretion, for MARC to comply with requirements of 45 C.F.R. 164.504(e)(1), MARC may terminate this BAA. To the extent Business Associate must create, receive, maintain, or transmit PHI in order to perform under the Agreement, termination of this BAA shall constitute a material breach of the Agreement.

b) In the event Business Associate determines that MARC is in violation of any term of this BAA, Business Associate shall notify MARC of such violation. Business Associate may provide MARC opportunity to cure the violation. If MARC does not cure the violation to the extent necessary, in Business Associate's sole discretion, for Business Associate to comply with requirements of 45 C.F.R. 164.504(e)(1), Business Associate may terminate this BAA. To the extent Business Associate must create, receive, maintain, or transmit PHI in order to perform under the Agreement, termination of this BAA shall constitute a material breach of the Agreement.

2. Termination of BAA on Conclusion of Agreement. This BAA will terminate upon termination or other conclusion of all underlying Agreements into which it has been incorporated by reference.

3. Obligations upon Termination.

a) **Return or Destruction.** Upon termination, cancellation, expiration or other conclusion of this BAA or the Agreement, Business Associate will, at MARC's instruction, either return all PHI to MARC (if feasible) or destroy all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from MARC, including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement.

b) **When Return or Destruction is Not Feasible.** Business Associate will identify any PHI that Business Associate created or received for or from MARC that cannot feasibly be returned to MARC or destroyed, and, where MARC agrees, in its reasonable judgment, that such return or destruction is infeasible, will limit its further use or disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible. If MARC does not agree, the above requirement to return or destroy PHI will apply. Within such thirty (30) days after the effective date of the termination, Business Associate will certify in writing to MARC that such return or destruction has been completed, will deliver to MARC the identification of any PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only use or disclose such PHI for those purposes that make return or destruction infeasible.

c) **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of the PHI it created or received for or from MARC will be continuous and survive termination, cancellation, expiration or other conclusion of this BAA and the Agreement.

d) **Other Obligations and Rights.** All other obligations and rights given to Business Associate and MARC upon termination, cancellation, expiration or other conclusion of the Agreement will be those set out in the Agreement.

G. Obligations of MARC.

1. **Notice of Privacy.** MARC will maintain its current Notice of Privacy Practices available on its website at [insert URL].
2. **Unauthorized Disclosures.** MARC will not request that Business Associate use or disclose PHI in a manner not permitted by the HIPAA Rules.
3. **Agreed Upon Restriction.** In the event MARC agrees to a restriction requested by an individual under 45 C.F.R. 164.522 that affects Business Associate's use of PHI of that individual, MARC will notify Business Associate of such restriction.

H. Insurance and Indemnification.

1. **Insurance.** Business Associate shall maintain, at its own expense, insurance ("Insurance") covering the party for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this BAA, including any negligent or otherwise wrongful acts or omissions by Business Associate or any employee or agent thereof, including a subcontractor of Business Associate. This includes, but is not limited to: any breach of HIPAA, HITECH Act, the HIPAA Rules, ACA, the Exchange Rules or any other law or regulation governing confidentiality of PHI. The policy, or policies maintained by Business Associate pursuant to this BAA shall have a per-claim policy limit of not less than One (1) Million Dollars (\$1,000,000) and any policy aggregate limit shall be no less than Three (3) Million Dollars (\$3,000,000). Business Associate shall provide evidence of such insurance coverage to MARC upon request. No term of this BAA or the Agreement shall limit the ability of a party or its insurer to recover damages, fees, or other relief otherwise available at law related to the violation of a term of this BAA by the other party.
2. **Indemnification in Agreement.** A breach of the terms and conditions of this BAA shall be deemed a breach of the Agreement and a claim, fine, demand or cause of action of any character arising out of this BAA shall be deemed arising out of the Agreement for the purposes of the indemnification provisions of the Agreement.
2. **Right to Tender or Undertake Defense.** If MARC is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of MARC's PHI or other breach of this BAA by Business Associate or any subcontractor or agent under Business Associate's control, MARC will have the option at any time either (a) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent MARC's interests at Business Associate's expense, subject to the written consent of MARC and its insurer (if applicable), such consent not to be unreasonably withheld or (b) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
3. **Right to Control Resolution.** MARC will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that MARC may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate its obligation to indemnify MARC under this Section G.

I. General Provisions.

1. Definitions. The terms “**Covered Entity**”, “**Electronic Protected Health Information**”, “**Protected Health Information (PHI)**”, “**Standard**”, “**Trading Partner Agreement**”, and “**Transaction**” have the meanings set out in 45 Code of Federal Regulations § 160.103. The term “**Standard Transaction**” has the meaning set out in 45 C.F.R. § 162.103. The term “**Required by Law**” has the meaning set out in 45 C.F.R. § 164.103. The term “**Security Incident**” has the meaning set out in 45 C.F.R. § 164.304. The terms “**Health Care Operations**”, “**Payment**” and “**Treatment**” have the meanings set out in 45 C.F.R. § 164.501. The term “**Use**” means, with respect to PHI, utilization, employment, examination, analysis or application within Business Associate. The terms “**Disclose**” and “**Disclosure**” mean, with respect to PHI, release, transfer, providing access to or divulging to a person or entity not within Business Associate. The term “**Reproductive Health Care**” has the meaning set out in 45 C.F.R. § 160.103. For purposes of this BAA, MARC’s PHI encompasses MARC’s Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.

2. Amendment to BAA and Agreement. Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to the Privacy or Security of PHI or Standard Transactions, this BAA and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

3. Inspection of Books and Records. Business Associate will make its internal practices, books, policies, procedures and records, relating to its use and disclosure of the PHI it creates or receives for or from MARC, available to MARC and to the U.S. Department of Health and Human Services Office for Civil Rights to determine compliance with the Privacy Rule, the Security Rule, 45 C.F.R. Parts 160-164, or this BAA.

4. Undertaking of Obligations. If Business Associate undertakes to perform any obligation of MARC under the Privacy Rule, Business Associate shall comply with the obligations of the Privacy Rule that apply to MARC in the performance of such obligation.

J. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement that addresses privacy and confidentiality of confidential medical information. All non-conflicting terms and conditions of the Agreement remain in full force and effect.

CONTACT INFORMATION FOR BUSINESS ASSOCIATE AGREEMENT

TO CONTACT MARC

Contact Office: Privacy Officer
Carol Gonzales
Mid-America Regional Council
600 Broadway Blvd, STE 200
Kansas City MO 64105
Telephone: 816-701-8204
E-mail: cgonzaless@MARC.ORG

TO CONTACT BUSINESS ASSOCIATE

Contact Person: _____
Contact Office: _____
Street Address/ P.O. Box: _____
City, State, ZIP: _____
Telephone: _____
Fax: _____
E-mail: _____

Per Section D.5. of the Business Associate Agreement, please notify MARC when the above information changes, or upon reasonable request from MARC. Thank you.

EXHIBIT F
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This agency certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department agency;
- B. Have not within a three-year period preceding this program year been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph B of this certification; and
- D. Have not within a three-year period preceding this program year had one or more public transaction (Federal, State or local) terminated for cause or default.

Where this agency is unable to certify to any of the statements in this certification, he/she shall attach an explanation to this certification.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

EXHIBIT G
SINGLE AUDIT CERTIFICATION

(Organization's Mailing Address)

Organization's Fiscal Year:

_____ to _____

I, _____ (Authorized Representative), hereby certify that the total expended from all federal awards from all funding sources during this agency's preceding fiscal year was \$ _____. Amounts exceeding \$750,000 require a single audit.

THEREFORE,

☐

We are required to have a single audit (\$750,000 or more).

☐

We are not required to have a single audit (less than \$750,000). However, we have included a copy of our independent auditor report and management letter with this certification.

☐

We are not required to have a single audit (for-profit organization). However, we have included a copy of our independent auditor report and management letter with this certification.

We understand that if we are required to have a single audit in accordance with Subpart F Audit Guidance – 2 CFR Part 200.501, we must submit the following information to MARC:

- (1) A copy of the reporting package as defined in OMB Single Audit Requirements (2 CFR Part 200.501);
- (2) Any management letter issued by the auditor; and
- (3) Our corrective action plan addressing all findings and questioned costs pertaining to funding received from MARC.

We further understand this information must be submitted to MARC within thirty (30) days of receiving the Single Audit Report or nine months after the end of the audit period, whichever occurs earlier. We expect to complete the audit and have copies of the report(s) available by _____.
(Date)

(Signature of Authorized Representative)

(Title of Authorized Representative)

(Typed or Printed Name of Authorized Representative)

(Date)



CITY COUNCIL ACTION REPORT

Meeting Date: August 11, 2025

A/R No.: 2025-247

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Ordinance approving a collective bargaining agreement between the City of Liberty, Missouri and Local No. 3808 International Association of Firefighters

Summary:

An Ordinance approving a collective bargaining agreement between the International Association of Firefighters (IAFF) Local 3808 and the City of Liberty, Missouri.

Background:

This is the first Collective Bargaining Agreement (CBA) between the City and IAFF 3808. Both City Staff and IAFF 3808 began negotiations for the new contract at the request of IAFF 3808 this year. Most language within the tentative CBA is standard language and aligns within our current City policies. Many items such as departmental procedures, methods and standards were agreed upon easily and will be monitored. Many current practices were not changed.

Items that have a financial impact to the City were negotiated in detail and many items were prioritized for continuing discussions as the City's financial status changes.

The tentative CBA agreement requires a two-year commitment to stated language and policies within the document.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance approving a collective bargaining agreement between the City of Liberty and IAFF Local 3808
2. 3808 Liberty Contract 2025-2027

DOCUMENT NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF LIBERTY, MISSOURI AND LOCAL NO. 3808
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves the
assignment of that certain agreement by and between the City of Liberty, Clay County,
Missouri and the International Association of Firefighters Local 3808.

SECTION II

The City Council hereby authorizes the Mayor to signed the agreement more fully
described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the
City Council and approval by the Mayor.

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

Deputy City Clerk

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF LIBERTY, MISSOURI
AND
LOCAL NO. 3808
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**



2025-2027

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LIBERTY, MISSOURI AND LOCAL NO. 3808

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

PURPOSE

This Collective Bargaining Agreement has been developed by Local Union No. 3808 of the International Association of Fire Fighters, AFL-CIO, herein called the "Union", and the City of Liberty, Missouri, herein called the "City", and represents the mutual agreement between the Union and the City pertaining to wages, hours and conditions of employment for employees in the bargaining unit covered herein.

It is the intent and purpose of this agreement to promote harmony and understanding between the Union and the City and to set forth, with a reasonable degree of clarity the duties, responsibilities and rights of each. The Union and the City are committed to the following: promoting effective and efficient service to the public, consistent with a safe and respectful workplace; employing fair and peaceful means to adjust differences, which may arise from time to time; and to the promulgation of rules and regulations and ethical conduct of business and relations between the City and the Union and the employees it represents.

ARTICLE 1- RECOGNITION AND UNION SECURITY

Section 1. Recognition

The City hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all employees working in the classifications of Assistant Chief, Fire Marshall, or Chief of EMS.

Section 2. Union Security

The City will not discharge or discriminate against members of Local No. 3808 because of membership in Local No. 3808 or because of lawful Union activities. The Union and its members agree they will at all times respond to emergency calls in the normal manner and properly maintain all fire equipment. The Union and its members further acknowledge that the bargaining unit personnel have supervisory and managerial responsibilities. All bargaining unit members agree to exercise their supervisory and managerial authority responsibly and in a manner that enhances the efficiency, reliability, and professionalism of the Department at all times, for the benefit of the City and its citizens.

The City and the Union agree not to discriminate against employees because of race, religion, color, ancestry, national origin, sex, disability, marital status, familial status, sexual orientation, genetic identity, status of union membership, or membership in any other protected category under the law.

Section 3. Dues Deduction

- A. The City shall deduct Union dues, fees and assessments from the salaries of those members of the bargaining unit who authorize such in writing. Such deduction authorizations shall be irrevocable for one (1) year or until the expiration of this Agreement, whichever occurs first. Notice of revocation must be in writing, with a copy to the Union and the City, in accordance with the procedures set forth in the authorization forms.
- B. Amounts withheld pursuant to this Section will be forwarded to the Secretary-Treasurer of the Union on a monthly basis, at the business address specified by the Union, at no cost to the Union. The Union shall provide advance notice of any changes in the amounts for dues and other fees or assessments.
- C. The Union agrees to defend, indemnify and hold the City harmless in the event any employee brings a claim against the City based on the City's compliance with the provisions of this Section.

Section 4. Political Action Committee

The City will also provide voluntary payroll deduction to bargaining unit members for such political action committee as may be identified by the Union. Such deductions shall be effective only upon written request by the individual employee, and shall be revocable by the employee at any time, upon the employee's written request to cease such deduction.

Section 5. Notification of Rules

The Union shall be provided a copy of any new policy or standard operating procedure within the Fire Department which is issued in writing fifteen (15) calendar days before it becomes effective, where practicable, unless exigent circumstances exist. The Union shall have the opportunity to discuss such items with the Fire Chief as soon as the changes are received. The Union shall have the right to grieve the implementation of any changes at the time they are issued under the provisions of this Agreement if the Union believes the changes are arbitrary, capricious, or in violation of any of the express provisions of this Agreement.

The City will provide the Union a copy of any new City-wide policy or procedure that is applicable to the Fire Department when such policy or procedure is distributed to all employees. The Union will be allowed thirty (30) calendar days to submit comments and/or questions. The Union's right to comment will not delay implementation of the policy or procedure.

Section 6. Access to Information

The City and the Union agree that personnel records should be treated as confidential records. It is the policy of the City that such records are closed records under Missouri's Sunshine Law. The City agrees, however, to provide the Union as requested, but not more than once a month with copies of the following reports pertaining to all Bargaining Unit members: an alphabetical list of employees in an assignment roster, including company and station location; and the seniority list by classification, including date of hire and date(s) of promotion. In addition, the City will provide the Union, as requested but no more than once per month, the home addresses and phone numbers of members of the Union. Such information will also be provided for non-member employees within the Bargaining Unit with the express permission of such non-member employees.

The City will allow Bargaining Unit members to review their individual personnel files upon request. The Union will also be allowed to review and copy individual personnel files as needed to discharge its representational duties.

The provision and disclosure of the above-described individually identifiable personnel information and/or personnel files will be made available to the Union for the sole purpose of facilitating the Union's discharge of its representational duties as the exclusive bargaining agent for the members of this Bargaining Unit. Such records may not be duplicated nor used for any other purpose beyond that described herein. The City may require the Union representative receiving such information or records to execute a "Confidentiality Agreement" consistent with the conditions set forth in this section.

ARTICLE 2 - MANAGEMENT RIGHTS AND NO-STRIKE

Section 1. Management Rights

The City possesses the sole right to operate and manage the Fire Department together with all management rights except to the extent such rights are limited by the express provisions of this Agreement:

- A. To determine the mission of the Fire Department;
- B. To direct the work forces;
- C. To hire, assign, or transfer employees;
- D. To make, change, and enforce reasonable work, safety, and behavioral rules;
- E. To determine the methods, means and number of personnel needed to carry out the mission of the department;
- F. To discipline or discharge employees at the discretion of the Fire Chief and City Administrator for any legitimate reason.
- G. To change existing methods or facilities;
- H. To introduce new or improved methods or facilities;
- I. To take whatever actions may be necessary to carry out the mission of the department.

It is also recognized that the Fire Chief, City Administrator, and the Human Resources Director may delegate any of the authority or responsibility referenced in this Agreement to an authorized representative.

Section 2. No-Strike Clause

The Union and its members agree that there will be no strikes, work stoppages, slowdowns, sit downs, refusal to perform work or job action of any kind or any other concerted interference with City operations or use of concerted picketing action directed toward City operations during the term of this Agreement.

ARTICLE 3 - SENIORITY

Section 1. Seniority Rights

Anniversary and/or Hire date shall be calculated from the most recent date of employment with the Fire Department.

Section 2. Adjusted Seniority

Members returned to duty from a disability pension shall be given an adjusted seniority date of employment and/or adjusted date of appointment, where applicable. To be eligible for return to duty from a disability pension, a member must pass all pre-screening physical requirements and must fill a current vacancy. Adjusted seniority for all purposes shall be calculated from original date of employment and/or original date of appointment, where applicable, with the understanding that the time spent on disability pension shall not be counted toward the accrual of seniority.

ARTICLE 4 - VACANCIES, PROMOTIONS AND TRANSFERS

Section 1. Staffing

- A. The City is committed to the goal of maintaining (3) 24-hour Assistant Chief (Shift Commander) positions and (3) 40-hour Assistant Chief positions. Those positions are listed but not limited to:
 - a. Support Services
 - b. Inspections and Prevention Division
 - c. Emergency Medical Services

The City agrees to maintain at least six (6) bargaining unit positions during the term of this Agreement.

Section 2. Vacancies

During the time in which there may be a vacancy, the Fire Chief and/or his or her designee will facilitate a promotional process to fill the vacancy as soon as reasonably possible.

ARTICLE 5 - GENERAL PROVISIONS

Section 1. Duties

- A. The duties of members of the City's Fire Department shall be those described in and consistent with the classification plan and the Personnel Policies Manual of the City. Members of the City's Fire Department shall not be detailed to duties unrelated to the mission of the Fire Department except as may be required in situations of emergency and for the duration of the emergency. This provision is not intended to apply to non-emergency assignments made in accordance with the City's alternative work duties policy.
- B. However, in situations of an emergency declared by the Governor of the State of Missouri, the Mayor or City Administrator of Liberty, those duties shall be whatever is necessary to carry out the Mission of the City.

ARTICLE 6 - HOURS AND STIPEND TIME

Section 1. Hours

Shift Employees

The regular work schedule for Assistant Chiefs (Shift Commander) shall be a 24-hour shift on a three (3) shift system, under the current 3-10 schedules, with 12 Kelly Days (being assigned by the Fire Chief or his/her designee) and the regular work week schedule shall average 50.5 hours per week. It is understood that all shift-employee members of the bargaining unit are exempt employees under the Fair Labor Standards Act.

40-Hour Employees

The regular Schedule for the (3) 40 hours positions will be five 8-hour work days. Members, to perform job functions, may be allowed to work a flex schedule with the approval of the Fire Chief. It is understood that all 40-hour members of the bargaining unit are exempt employees under the Fair Labor Standards Act.

Section 2. Hours and Stipend Time

A. Assistant Chiefs shall be given first pick at an open shift commander position if overtime has been created for the day.

B. In the event an Assistant Chief has to cover the shift commander position outside of their regular workday; the member will be paid at a rate of \$60 per hour worked.

C. During meetings and special events, the Assistant Chief will add time into a Time On category that they can use. When it is used it will be recorded and deducted as Time Off.

ARTICLE 7 - VACATIONS, HOLIDAYS, AND SPECIAL LEAVE

Section 1. Vacations

All 24-hour members of the bargaining unit shall accrue vacation according to the below schedule:

Years of Service	Accrue Annually
0-3	120 hour/ 5 shifts
3.1 -7	144 hours/ 6 shifts
7.1-11	168 hours/ 7 shifts
11.1-15	192 hours/ 8 shifts
15.1-20	216 hours/ 9 shifts
20.1-25	264 hours/ 11 shifts
25+	336 hours/ 14 shifts

All 40-hour members of the bargaining units shall accrue vacation according to the below schedule:

Years of Service	Accrue Annually
0-3	96 Hours
3.1-7	120 Hours
7.1-11	136 Hours

11.1-15	152 Hours
15.1-20	176 Hours
30.1-25	200 Hours
25+	240 Hours

Section 2. Cash Out of Vacation Time

In the event the City appropriates funds for a cash-out of accrued and unused vacation, sick, and/or comp time, bargaining unit members will be afforded the same opportunities and will be subject to the same procedures or limitations as apply to all other City employees.

Section 3. Holidays

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 4. Scheduled Work Time on Holidays

Bargaining unit members that work on any holiday shall be compensated at an additional stipend rate of \$15 per hour worked. For instance, a member who is not scheduled for their normal duty day will receive the \$60 per hours stipend and the additional \$15 per hour stipend totaling \$75 per hour worked. Those working on the date that the holiday is observed when different from the actual holiday will receive normal pay according to this Agreement.

Section 5. Holiday Leave

The Liberty Fire Department will follow the dictates of the holiday leave section of the City of Liberty Personnel Policies Manual. All 24-hour members will receive 108 hours of holiday leave on January 1 of each year. 24-hour bargaining unit members may only take holiday leave in twelve (12) hour or twenty-four (24) hour increments. No holidays will be carried over. Holiday hours not used by December 31st of each calendar year will be paid out to each bargaining unit member at their regular rate of pay in the first full pay period of the following calendar year. It will be the member's responsibility to monitor and request use of holiday hours.

40-hour bargaining unit members will not receive a holiday allotment but will receive paid 8-hour holidays on the days regularly observed by other 40-hour City personnel.

Holiday leave will be apportioned at the beginning of the year.

Section 6. Separation

Members who are separated from City employment due to line-of-duty death, shall have 100% of accrued but unused vacation, sick and holiday paid out to the member's LAGERS-designated beneficiary(ies) at the time of the on-duty death. Members who retire from City employment under the definition of LAGERS (early/normal/disability) will follow the City's retirement policy and will receive in their last direct deposit:

100% payout of all accrued but unused vacation time, up to a maximum of 240 hours, and;
100% payout of all accrued but unused holiday time, up to a maximum of 108 hours, and;
Payout of accrued but unused sick time according to the following formula:

Years of Service	Payout %
End of Introductory Period – 3	10%
3.1-7	25%
7.1-11	40%
11.1-15	55%
15.1-20	70%
20.1-25	85%
25+	100%

All members are eligible for the City's Retirement and Sick Buy-Back Program, which allows for 100% pre-retirement payout of both accrued and unused vacation and sick time. To be eligible, the HR & Risk Management Department must receive a member's written retirement letter at least twelve months in advance of the member's retirement date and no later than October 1 of the calendar year prior to retirement. Holiday time is not eligible for the City's Retirement Vacation and Sick Buy-Back Program.

Members who provide two (2) weeks written notice to the Fire Chief prior to the effective date of resignation will receive payout of all accrued but unused vacation, up to 240 hours, at 100% of the member's base salary rate at the time of separation effective date.

Members who provide two (2) weeks written notice to the Fire Chief prior to the effective date of resignation will receive payout of all accrued but unused sick pay at 25% of the member's base salary rate at the time of the effective date of separation.

Unused holiday hours for departing employees will be paid out based on the number of actual holidays that have already occurred at the time of separation. Departing 24-hour employees will be required to repay any holiday hours used in excess of the actual holidays completed during the year.

Any member who fails to provide requested written resignation within said timeline will forfeit any and/or all accrued vacation, sick and/or holiday payout.

Members who are terminated for any legitimate reason shall forfeit any and/or all accrued vacation, sick and/or holiday payout.

Section 7. Bereavement Leave

24Hour Members

Members are allotted two 24-hour shifts off with pay in the event of the death of a member of the bargaining unit member's immediate family. Please see City's Personnel Policies Manual for the definition of immediate family. Members will be allotted two additional 24-hour shifts off with pay in the event of death of the bargaining unit member's spouse/domestic partner, parent, child or stepchild. Members will be allotted one 24-hour shift off with pay in the event of the death of a member of the bargaining unit member's extended family. Please see City's Personnel Policies Manual for the definition of extended family.

During any Act of War, Policing Action or any military intervention by the United States Governments Military Forces, should a member's described immediate family succumb to enemy action; the said member will be shown on Funeral (Bereavement) Leave for six (6) twenty-four-hour shifts. Should the deceased family member be consecrated within a National Cemetery outside the Mid-West region, the employee will be allowed additional Funeral (Bereavement) Leave at the approval of the Fire Chief.

40Hour Members

Members are allotted five working days off with pay in the event of the death of a member of the employee's immediate family. The members will be allotted five additional working days off with pay in the event of death of the employee's spouse/domestic partner, parent, child or stepchild. Members will be allotted two working day off with pay in the event of the death of a member of the employee's extended family. During any Act of War, Policing Action or any military intervention by the United States Governments Military Forces, should a member's described immediate family succumb to enemy action, the member will be shown on Funeral (Bereavement) Leave for three (3) weeks. Should the deceased family member be consecrated within a National Cemetery outside the Mid-West region, the employee will be allowed additional Funeral (Bereavement) Leave at the approval of the Fire Chief.

Section 8. Personal Leave

A leave of absence without pay may be granted by the City Administrator under the Family Medical Leave Act Policy.

A leave of absence without pay may be granted by the City Administrator for special circumstances.

Section 9. Civic Leave

All members of the bargaining unit shall be granted time off for Civic Duties consistent with the City of Liberty Personnel Manual Policies.

Section 10. Fetal Protection

A female employee, including introductory, who upon advice from her physician may not safely perform all of the essential duties of her job during pregnancy will upon request be temporarily assigned to non-hazardous duties for the protection of the unborn fetus.

The employee shall remain assigned to a non-hazardous duty or another similar assignment until her

physician specifies in writing that the non-hazardous work assignment is no longer needed, or until the employee returns to work following the child's birth.

If, at any time during the pregnancy, the employee's physician feels that the member cannot perform non-hazardous duty; she will be placed on FMLA leave.

A non-hazardous duty assignment is defined as: a work environment which does not expose a pregnant employee or fetus to potential hazards incurred during emergency response activities or preparation of such activities.

Section 11. Military Leave

All members of the bargaining unit shall be granted time off because of Military duty, consistent with all provisions set forth by USERRA (Uniform Services Employment and Reemployment Act).

A. 24-hour Member

- a. Any member that is currently under contract with the United States Military Reserve or National Guard, and required to attend monthly "drill weekends," shall be granted paid leave for that purpose not to exceed 360 hours. The member must provide documentation of participation in scheduled drills to receive this compensation.

B. 40-hour Members

Any member that is currently under contract with the United States Military Reserve or National Guard, and required to attend monthly "drill weekends," shall be granted paid leave for that purpose not to exceed 120 hours per calendar year. The member must provide documentation of participation in scheduled drills to receive this compensation.

Section 12. Parental/Caregiver Leave

Bargaining unit members shall be eligible for Parental Leave consistent with City policy.

Section 13. Emergency Leave

Emergency leave may be granted by the Fire Chief or his designee to all members of the bargaining unit, accrued leave such as vacation or sick leave shall be utilized for such approved absence.

ARTICLE 8 - CLOTHING & EQUIPMENT

Section 1. Clothing & Equipment

The City shall furnish to all members uniforms and protective clothing, which shall be replaced at the City's expense when worn out through normal use or destroyed or damaged beyond repair during any emergency or non-emergency activity on duty. The initial clothing issued to newly promoted member shall consist of a minimum of:

- A. one (1) long sleeve and one (1) short sleeve class B shirt,
- B. one (1) Class A uniform
- C. one (1) black belt with gold-colored buckle,

- D. two (2) job shirts,
- E. nine (9) t-shirts short or long sleeved,
- F. one (1) ball cap,
- G. four (4) pairs of uniform pants,
- H. (1) pair of uniform shoes/boots (for personnel in safety sensitive positions),
- I. two (2) badges,
- J. two (2) set of collar brass,
- K. two (2) name tags, and
- L. the appropriate set of protective clothing to include:

The City shall maintain bunker gear so that each bargaining unit member has two (2) sets with the primary set not to exceed five (5) years in service and the 2nd set being ten (10) years in service and replacement to commence at the manufacturer's recommendation or ten (10) years of service or age, or if gear is condemned after inspection.

The City and the Union agree to support efforts to buy Union and American made goods.

Daily uniform styles/logos may be adjusted throughout the term of this Agreement, if mutually agreed through the Labor/Management Committee.

Section 2. Annual Allowance

Each bargaining unit member shall receive an annual allowance of \$425.00 for uniforms including footwear.

The City will provide new bunker boots whenever bunker gear is replaced.

Section 3. On-Duty Attire

Whenever the outside temperature reaches 90 degrees Fahrenheit or when the heat index is above 90 degrees Fahrenheit and members are performing outdoor duties, they shall be permitted to wear uniform polo shirts.

ARTICLE 9 - BENEFITS PROGRAM

Section 1. Insurance

The City shall furnish to all members of the Fire Department a Benefits Program consistent with the benefits program afforded to all City employees.

Section 2. Retirement Plan

Nothing in this provision shall prohibit the City from increasing or improving economic items, including the pension, during the term of this Agreement.

In keeping with the agreed upon terms between Local 3808 and the City, all members of the bargaining unit will continue as members of Local Government Employees Retirement System, "LAGERS", at the level of L6 (at the current contributory levels) Section 70.600 -70.755 of the Revised Missouri Statutes subject to all provisions thereof and entitled to all benefits included therein. This agreement can only be changed

if the City moves the members to a higher level of "LAGERS".

Section 3. Voluntary Deferred Compensation

Members shall be afforded the option to enroll into a secondary retirement program selected by the City and governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program.

Section 4. Line of Duty Death Related Expenses / Dependent Coverage

Should a bargaining unit member die in the line of duty, or from duty related illness or disease, the City shall continue his or her medical insurance plan or if necessary procure a new medical insurance plan which is substantially similar to that in coverage and pricing effective at the time of death, for the benefit of the bargaining unit member's spouse and dependent children. This coverage shall cease for the spouse when the spouse remarries or turns 65 and for the dependent children when they reach the age of 26. If applicable federal law changes, the parties shall immediately re-bargain the duration of these coverages. The City agrees to pay an additional \$10,000 for reasonable funeral and burial expenses of any bargaining unit member who dies in the line of duty or dies from duty related illness or disease. This sum will be payable to the registered beneficiary on record with LAGERS.

Section 5. Community Center Membership

All bargaining unit members have the ability to receive a free individual membership or discount tiered memberships to the Liberty Community Center. All required forms for this benefit must be completed and turned into the HR & Risk Management Department before the benefit can begin.

ARTICLE 10 - SICK LEAVE

Section 1. Amount

A. 40-hour

- a. Members covered under this Agreement will earn hours of sick leave per month at a rate of four (4) hours per pay period. Bargaining Unit member's sick leave may be accumulated to a maximum of nine hundred and sixty (960) hours. For retirement payout, please refer to Article 7, Section 6 of this CBA.

B. 24-hour

- a. Members covered under this Agreement will earn hours of sick leave per month at a rate of six (6) hours per pay period. Bargaining Unit member's sick leave may be accumulated to a maximum of sixteen hundred and eighty (1680) hours. For retirement payout, please refer to Article 7, Section 6 of this CBA.

Section 2. Sick Leave Payout Upon a Member's Death

- A. If a member dies in the line of duty, or dies from duty related illness, injury or disease, the member's named LAGERS beneficiary shall receive 100% of the member's accrued sick leave in a lump sum.
- B. If a member has a non-duty-related death, the member's named LAGERS beneficiary shall receive 50% of the member's accrued sick leave in a lump sum.

Section 3. "Gifting" Sick Leave

Members shall be eligible to donate to or use donated sick leave from the citywide pool, pursuant to the rules outlined in the City's personnel manual.

ARTICLE 11 - INJURIES ON THE JOB

Section 1. Workers Compensation / Injury Leave

All members are entitled to injury leave in the event of a job-related injury that renders the member incapable of performing his/her essential duties. Injury leave will terminate when the member's Workers' Compensation treating physician releases said member for alternate work duty, return to duty or on the date such physician declares him/her permanently disabled.

Section 2. Medical Care for Injuries

Bargaining Unit members who sustain occupational illness or injury will be treated in accordance to the City of Liberty Personnel Policies Manual. The City has established both regular working hours and after hour clinics for all non-life-threatening injuries or illness. For life threatening or serious injuries and illnesses, the referral will be to Liberty Hospital. If transport is necessary, it shall be to the closest appropriate facility. All clinic information will be made available as each employee is afforded an opportunity to choose a preferred clinic from the approved protocol list.

If at any time the member feels they are not receiving quality treatment, that treatment is delayed or other issues arise, the employee needs to report this information to Human Resources, so they may assist in resolving the issue. It is the goal of the City and the Union that all personnel will be provided with quality and timely treatment for their occupational illness or injury.

Section 3. Emerging Infectious Diseases

The City and the Union shall continually develop an emerging infectious disease response plan through the Labor Management process which shall address testing, possible quarantine requirements, return-to-duty procedures, vaccinations and all other pertinent issues agreed upon by the parties.

ARTICLE 12 - COMPENSATION

Section 1. Wages

Effective August 30, 2025, the minimum annual salary for all employees covered under this Agreement shall be \$112,000 per year, and the maximum annual salary for all employees covered under this Agreement shall be \$132,000 per year. On August 30, 2025, all employees in the bargaining unit shall either receive a 4% pay raise or shall move to the minimum annual salary, whichever is greater. Employees newly hired or promoted into the bargaining unit shall be paid the minimum annual salary upon hire or promotion. On January 1 of 2027, all employees in the bargaining unit shall receive a 3% pay raise, not to exceed the maximum annual salary.

Section 2. Topped Out Members

Any employee whose annual salary reaches the maximum annual rate shall receive a lump sum payment equal to the pay raise or any portion of the pay raise the employee did not receive because he or she reached the annual maximum. Any lump sum payments shall be included in the check for the second pay period in January.

ARTICLE 13 - DISCIPLINARY PROCEEDINGS

Any time an employee is called before a supervisor outside the bargaining unit for the purpose of considering disciplinary action, the employee shall have the right to be represented by the Union and shall be notified of that right and given adequate time to obtain such representation upon request.

The right to Union representation, as referenced above, includes occasions when members are formally confronted by a supervisor outside the bargaining unit for any reason that is reasonably contemplated to lead to disciplinary action, including: an investigatory interview or hearing; a formal meeting to consider a problem related to performance, behavior or conduct; and/or proceedings, in which discipline is discussed or administered. Proceedings in which a, "right to Union representation", arises requires a level of formality. Such right is not intended to arise in the day to day communications between employees and supervisors nor in the case when a supervisor is discussing or presenting an employee's regular performance evaluation.

Two (2) Union representatives and two (2) Management representatives will be the normal limits allowed for the purposes of considering Departmental grievances and discipline. More or less representation may be mutually agreed upon.

The City is committed to a process of progressive discipline, consistent with the steps set forth in the City's Personnel Policies Manual. The Union and the City recognize that some actions on the part of an employee may make it appropriate for the City to depart from strict adherence to the above-referenced progressive steps.

Matters concerning discipline and discharge of discipline are subject to the grievance procedures as set forth within this Collective Bargaining Agreement.

ARTICLE 14 - GRIEVANCE PROCEDURE

The following procedure is established for the prompt resolution of grievances or disputes which may arise out of the interpretation or application of this Agreement or arising out of disciplinary action, above a verbal warning. By mutual agreement, the parties may extend any deadline established in this Article. Absent such agreement, however, if the City fails to issue a timely response to a grievance as provided for in this Article, the employee covered by this Agreement and/or the Union may immediately advance the grievance to the next step.

Section 1. Grievances

Step One:

An employee covered by this Agreement and/or the Union who has a grievance shall first present the grievance, in writing, to the immediate supervisor within fifteen (15) calendar days of the action or incident in question. If the grievance involves the immediate supervisor, the grievance may be submitted directly to the Department head as set forth in Step Two below. An appropriate investigation regarding the circumstances giving rise to the grievance will be conducted. An answer to the grievance will be provided to the Union within ten (10) calendar days after it's presented.

Step Two:

If the matter is not satisfactorily resolved in Step One, the Union may, within fifteen (15) calendar days of receiving the answer at Step One advance the grievance to the Human Resources Director. The Human Resources Director shall meet with the employee and the Union to further consider the grievance. In an effort to resolve the grievance, the Human Resources Director will consider the facts presented by the employee and the Union and may, if necessary, conduct an additional investigation. The Human Resources Director shall issue his/her decision, in writing, within fifteen (15) calendar days of the meeting with the employee and the Union.

Step Three:

If the matter is not satisfactorily resolved in Step Two, the Union may, within-fifteen (15) calendar days of receiving the answer at Step Two advance the grievance to the City Administrator. The City Administrator shall meet with the employee and the Union to further consider the grievance. In an effort to resolve the grievance, the City Administrator will consider the facts presented by the employee and the Union and, may if necessary, conduct an additional investigation. The City Administrator shall issue his/her decision, in writing, within fifteen (15) calendar days of the meeting with the employee and the Union.

Grievances involving termination for cause shall be submitted to the City Administrator at Step Three, within fifteen (15) calendar days of the effective date of the termination.

Section 2. Union Grievances

If an issue beyond the purview or authority of the Labor/Management partnership to address or resolve then the Union may directly grieve such issue to the Fire Chief regarding a prospective interpretation or application of this agreement.

If an issue regarding a prospective interpretation or application of this agreement is beyond the purview or authority of the Fire Chief to address or resolve then the Union may directly grieve such issue to the Director of Human Resources. If the grievance is not resolved by the Director of Human Resources to the satisfaction of the Union, it may then grieve the issue to the City Manager.

Grievances initiated pursuant to this section shall only be for issues directly pertain to this Agreement or a member of the Union. The initiation of a grievance pursuant to this section shall not stop or delay the implementation of the grieved issue prior to the resolution of the grievances.

Section 3. Confidentiality

All grievances, except grievances arising out of the interpretation or application of this Agreement, will be kept confidential to the maximum extent possible. During the investigation and processing of such grievances, employees and the Union are required to maintain confidentiality. Any breach of this confidentiality may lead to disciplinary action up to and including termination.

Section 4. Arbitration

A. Grievances may be settled at any of the Steps of the grievance procedure and if the resolution is reduced to writing and signed by both the City and the Union, such resolution shall be final to the grievance.

B. Arbitration of Grievances.

1. If the grievance is not resolved by the steps provided above, the matter shall be submitted to final and binding arbitration at the request of either the City or the Union. In the event of such arbitration, the arbitrator shall be instructed that each party shall bear its own costs but that the arbitrator's fee shall be assessed by the arbitrator to the party receiving the lesser award, unless the parties otherwise agree. In the event the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a sub-regional panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service with the party requesting arbitration striking the first name from the list.
2. In the event that arbitration is requested for a matter, the resolution of which has the potential for a substantial financial award that the City does not have sufficient resources available for an appropriation to satisfy, the City may request that the matter be submitted to advisory arbitration.
3. The arbitration provisions contained in this Agreement are not intended to waive any member's right to seek judicial enforcement of any statutory discrimination claim, as addressed in the United States Supreme Court's opinion in *14 Penn Plaza LLC v. Pyett*, or other statutory claim recognized under state or federal law.

C. In the event that arbitration is not requested within fifteen (15) days of the City Administrator's decision, the matter shall be considered dropped.

D. The parties may agree in writing to any other recognized form of dispute resolution, including the scheduling of meetings involving the same or different individuals or use of third parties.

E. In the event that the dispute is not resolved, the Union shall retain all rights that it may now have, or may in the future acquire, to obtain a judicial determination of the issue in any court of competent jurisdiction. This article of the Agreement is not intended to and does not subtract from or add to any legal rights or obligations that any party to this Agreement may have or may acquire.

Section 5. Time Limits

The time limits set forth in this Article are binding, unless waived by mutual agreement of the parties. Either party may request an extension of the time limits, which will not be unreasonably denied. Failure of the City to respond within the time limits set forth above shall result in the grievance automatically moving

to the next step. Failure of the employee and/or the Union to comply with the time limits shall result in the grievance being dropped.

ARTICLE 15 - LABOR MANAGEMENT COMMITTEE

Section 1.

In lieu of a formal Labor/Management Committee structure, the parties may adopt mutually agreeable procedures for discussing any concerns about the labor/management relationship.

ARTICLE 16 - OCCUPATIONAL HEALTH, SAFETY AND WELLNESS

Section 1. Physical Fitness Equipment

The City shall furnish equipment for members to engage in physical fitness and exercise at each station, including replacing existing equipment when it is no longer serviceable.

Section 2. Physical Examinations

A health and wellness committee comprised of members from both the Employer and Union shall be maintained to determine local standards for firefighter wellness, mandatory physicals and fitness standards accordance with NFPA 1582, 1583 and the IAFF/IAFC Joint Labor Management wellness/fitness initiative.

Physicals as outlined by NFPA will be provided as outlined by the following age categories:

- A. 18 – 30; every 3 years
- B. 31 – 40; every 2 years
- C. 41 and older; every year

Employees are required to participate in the physicals, wellness programs, fitness for duty testing and physical fitness.

Preventative immunizations shall be provided by and at the expense of the Employer. The established committee will outline required preventative immunizations as well as the required time period in which each immunization shall be offered. Employees that refuse the offering will document such in writing and their stated reason for refusal.

The results of all Department physicals and testing shall be confidential and released only to the employee, except that management will receive the overall result (fit for duty or not).

ARTICLE 17 – MISCELLANEOUS

Section 1. Vaccinations and Boosters

The City will provide vaccinations and booster doses for communicable diseases and blood borne pathogens in compliance with Missouri Department of Health and OSHA regulations for the following diseases, at a minimum: COVID-19, Hepatitis (A and B), Poison Ivy, Tuberculosis; Influenza; Rubella; Polio; and Tetanus. Vaccinations and boosters will be offered on a voluntary basis.

Section 2. Operator's Permit

All employees must notify the Fire Chief whenever their driver's license is suspended or revoked and immediately cease operating any City vehicle. Members who have their drivers' license suspended or revoked shall be placed on unpaid leave for the period of the suspension or revocation, for a period of up to three (3) months. Any member whose license remains suspended or revoked for more than three (3) months will be subject to discipline up to and including discharge.

Section 3. Professional Credentials

If professional credentials (i.e. EMT/Paramedic license, CPR license, etc.) of any bargaining unit member that are necessary for the performance of the member's essential job functions are suspended, lost and/or are not renewed, through no fault of the member, the member will be placed on alternative work duty until such time as the license has been restored. Any employee whose credentials are lost or suspend due in whole or in part to the member's own negligence shall be placed on unpaid leave until the credentials are restored, for up to a maximum of three (3) months. Thereafter the member shall be subject to discharge. The City will provide as many training and certification classes and opportunities as possible to ensure proper and timely credential recertifications.

ARTICLE 18 - ENTIRE COLLECTIVE BARGAINING AGREEMENT

This work agreement will be considered as addendum to the Personnel Policies and Procedures in effect at the time this work agreement is executed. If a conflict exists between this agreement and the Personnel Policies and Procedures in effect at the time this work agreement is executed, this agreement will prevail; however, if there is no conflict the Personnel Policies and Procedures in effect at the time this work agreement is executed will prevail. Benefits and rights provided to all other City employees as part of the City Personnel Policies and Procedures that are not specifically addressed in this agreement shall also be conferred upon with the bargaining unit. The parties further acknowledge that during the meetings that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement. Waiver or any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

ARTICLE 19 - TERM OF AGREEMENT

Section 1. Term of Agreement

This Collective Bargaining Agreement shall become effective upon ratification by the bargaining unit members and approval by the City Council of Liberty, and shall remain in full force and effect through December 31, 2027. It shall be automatically renewed thereafter and remain in effect from year to year thereafter, unless either party notifies the other, in writing, prior to the expiration date, of a desire to modify the agreement. The notification for such a modification shall be made during the month of September, 2027, prior to the expiration of the agreement.

Section 2. Reopener

Should the City enter into negotiations to provide Fire and/or Emergency Medical Services to any other jurisdiction that may or may not be represented by the Union, the City and Union shall reopen this agreement to discuss the terms of such consolidation.

Section 3. Negotiations

Negotiations shall commence within thirty (30) days of either party's notification that it desires to modify this agreement.

For the City of Liberty, Missouri:

For IAFF Local No. 3808:

Greg Canuteson, Mayor

President

Curt Wenson, City Administrator

-Treasurer

Chris Young, Fire Chief

Pete VanNess, Liberty Executive Board

Date: _____

APPENDIX A

PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES

SOCIAL SECURITY NO. _____

ADDRESS: _____

Effective this date, I hereby authorize the City of Liberty, Missouri to deduct from my pay the amount of _____ each pay period, which is an amount equal to the amount of membership dues for Local No. 3808 of the International Association of Fire Fighters, as voted and authorized by official action of the membership.

I further authorize that future amounts, equal to the amount of dues and assessments as voted and authorized by official action of the membership, are to be deducted from my pay at the rate established by appropriate action of the membership when adjustments are made. Such adjusted rates shall be deducted the first full pay period after the effective date of the adjustment.

The authorization shall be irrevocable for one (1) year or until the expiration of the Collective Bargaining Agreement, whichever occurs first. Thereafter, revocation may be made by written notice to the Union and the City, by certified mail, post marked within seven (7) days of the anniversary of this authorization.

SIGNATURE

Date



CITY COUNCIL ACTION REPORT

Meeting Date: August 11, 2025

A/R No.: 2025-249

Department: Administration

Submitted By: Sara Cooke, Assistant City
Administrator/Strategic Communications
Officer

Subject: Ordinance amending Chapter 22, 'Offenses - Miscellaneous' of the Code of the City of Liberty, Clay County, Missouri

Summary:

The proposed code amendment seeks to prohibit obstruction of the public right-of-way and public property by individuals in a manner that unreasonably interferes with the use of public property or right-of-way.

Background:

This code amendment seeks to prohibit individuals from sitting, lying, sleeping, storing, using, maintaining, or placing personal property on a street, sidewalk or other public right-of-way in a manner that interferes with access or interferes with the use of public property or right-of-way for any activity for which the City has issued a permit. This amendment would provide clarity and enforcement authority to address behaviors or activities that block sidewalks, streets, alleys or other public property and which pose a hazard or nuisance to the public. This ordinance would apply to all public right-of-way and public property located within the City Limits of Liberty, Missouri, including but not limited to sidewalks, public streets and alleys, City Parks and building entrances/exits and walkways maintained for public use. This amendment is intended to regulate conduct that unreasonably interferes with public use, including obstruction that blocks pedestrian access, traffic flow or entry to public buildings.

Staff recommends that the City Council approve the proposed ordinance amendment to enhance public safety, accessibility and the fair use of public spaces.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:

Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance amending Chapter 22 relating to sidewalks

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22, 'OFFENSES - MISCELLANEOUS' OF
THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri
as follows:

SECTION I

Section 22-31. – Reserved. Is hereby replaced by adding to Chapter 22, 'Offenses
– Miscellaneous' of the City Code of the City of Liberty the following:

Section 22-31. - Sitting, lying, or sleeping or storing, using, maintaining, or placing
personal property in the public right-of-way – Prohibited

- (a) No person shall obstruct a street, sidewalk, or other public property or
right-of-way:
 - (1) by sitting, lying, or sleeping, or by storing, using, maintaining, or
placing personal property, in a manner to impede passage, as
provided by the Americans with Disabilities Act of 1990, Pub. L,
No. 101-336, 104 Stat. 328 (1990), as amended from time to
time;
 - (2) by sitting, lying, or sleeping, or by storing, using, maintaining, or
placing personal property on any street, sidewalk, or other
public property or right-of-way;
 - (3) by sitting, lying, or sleeping, or by storing, using, maintaining, or
placing personal property on any public property within the
public right-of-way in a manner that obstructs or unreasonably
interferes with the use of the public property or right-of-way for
any activity for which the City has issued a permit.
- (b) No person shall be found to be in violation of any prohibition set forth
in Subsection (c), unless and until: (i) at least 14 calendar days have
passed from the date on which this Ordinance was passed; and (ii) a
police officer, or other representative of the City has advised that
person of the prohibitions of this Ordinance.

ORDINANCE NO. _____ (CONT.)

- (c) Violations of this section involving a person who willfully resists, delays, or obstructs a City employee from enforcing this section or who willfully refuses to comply after being requested to do so by an authorized City employee shall be subject to the penalties set forth in Sec. 22-70 of the Liberty City Code of Ordinances.

SECTION II

That this Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2025.

GREG CANUTESON, MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: August 11, 2025

A/R No.: 2025-250

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Ordinance approving an agreement with Central Jackson County Fire Protection District to provide continuing education units for the City's Emergency Medical Technician-Paramedics and Emergency Medical Technician-Basics in an amount not to exceed \$12,000.00

Summary:

- Since 2011, the Fire Department has outsourced its continuing education program, providing a consistent training program to assist its personnel in obtaining needed CEUs for license renewal.
- The department assists its personnel in obtaining CEUs to renew their license as a Paramedic or EMT within the State of Missouri.
- The Missouri Regulations require each Paramedic to obtain 144 hours of CEUs within their five-year license period, to be eligible to renew their license.
- The Missouri Regulations require each EMT to obtain 100 hours of CEUs within their five-year license period, to be eligible to renew their license.

Background:

The Fire Department has outsourced its continuing education program since 2011 to Central Jackson County Fire Protection District. Central Jackson County Fire Protection District has provided fire department personnel with a consistent training program that assists them in obtaining needed continuing education units to renew their license as an EMT-Basic or EMT-Paramedic with the State of Missouri.

The Fire Department is not aware of any other on-site providers of CEUs. Central Jackson County Fire Protection District has agreed to continue this service for the next three years, including two, one-year renewals. As with the last agreement, there is an authorized annual cost increase of no greater than five percent. Central Jackson County Fire Protection District during the previous agreement never requested the increased rate, maintaining the expense at \$12,000.00 annually.

Central Jackson County Fire Protection District is state-licensed to provide the training, but also nationally licensed, which assists our personnel in obtaining the most recent and up-to-date information that is available. Central Jackson County Fire Protection District will continue to conduct three, three-hour sessions of core required CEUs each month, at our location for the term of the agreement.

Previous Action (if applicable):

The department has continuously utilized CJCFPD for our CEU's since 2011.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 100-54004-303-000000	Amount: \$12,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance approving an agreement with Central Jackson Co. Fire Protection District for CEU's
2. 2026 Signed Contract

DOCUMENT NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT WITH CENTRAL JACKSON
COUNTY FIRE PROTECTION DISTRICT TO PROVIDE LIBERTY FIRE PERSONNEL
EMERGENCY MEDICAL SERVICES CONTINUING EDUCATION UNITS IN AN
AMOUNT NOT TO EXCEED \$12,000.00

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri
as follows:

SECTION I

That the City Council hereby approves an agreement by and between the City of
Liberty and Central Jackson County Fire Protection District, 805 N.E. Jefferson, Blue
Springs, MO 64014 to providing Liberty Fire Personnel Emergency Medical Services
continuing education units in an amount not to exceed TWELVE THOUSAND DOLLARS
(\$12,000.00), said agreement being incorporated herein by reference and available for
review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to execute the agreement and any
renewals as described in Section I of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the
City Council and approval by the Mayor.

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

Deputy City Clerk

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

AGREEMENT FOR SERVICES

The City of Liberty, Clay County, Missouri, hereafter referred to as the CITY, and the Central Jackson County Fire Protection District hereafter referred to as the CONTRACTOR, hereby agree to the following terms and conditions contained within this AGREEMENT:

SECTION 1. Definitions

CITY'S REPRESENTATIVE- The CITY'S representative for the administration of this AGREEMENT shall be Christopher Young.

CONTRACTOR- Shall mean Central Jackson County Fire Protection District with which the CITY has this AGREEMENT.

SECTION 2. Scope of Services

The vendor selected shall provide nine hours of continuing education each month divided into three separate three hour sessions on a mutually agreed upon schedule. The CONTRACTOR shall maintain, the time of service provided to the CITY, their Missouri Bureau of Emergency Medical Services Paramedic level training entity accreditation. The CONTRACTOR shall maintain electronic record management for each employee education received thru the CONTRACTOR. The CONTRACTOR shall issue individual certificates for each session an employee attends. Upon completion of each session a summary and presenter evaluation will be made available.

In addition, the CONTRACTOR shall provide the full time employees of the CITY'S Fire Department a 10% discount for the following certification programs: Basic Cardiac Life Support, Advanced Cardiac Life Support, Advanced Medical Life Support, Pre-Hospital Trauma Life Support, and Pediatric Education for Pre-Hospital Providers, Pediatric Advanced Life Support, and EMT-Paramedic Programs.

SECTION 3. Duration of Service Agreement

- A. The initial duration of the AGREEMENT shall be thirty-six {36} months from the date of signing of the AGREEMENT by all parties. A maximum allowable annual increase of 5% at the end of each 12 month period. If the CONTRACTOR requests and increase during the thirty-six {36} month term, the CONTRACTOR must submit the request in writing by October 1, prior to the new twelve {12} month period.**
- B. This AGREEMENT may be extended for two (2) subsequent one {1} year periods by mutual written consent of both parties given a minimum of thirty days prior to the expiration of each term of the AGREEMENT, with a maximum allowable annual increase of 5%.**
- C. The CITY shall have the right to terminate this AGREEMENT upon sixty {60} days written notice to the CONTRACTOR for any failure of the CONTRACTOR to properly comply with any of the terms and conditions of this AGREEMENT.**
- D. The CONTRACTOR shall have the right to terminate this AGREEMENT upon sixty {60} day notice to the CITY.**

SECTION 4. Administration

Any and all forms, records and reports required by this AGREEMENT shall be of a form and nature determined by the CITY and shall be maintained or provided in whatever manner designated by the CITY. Such records as may be required to be maintained by the CONTRACTOR shall be open to inspection by the CITY, without written notice, at any time during normal business hours.

All reports required pursuant to this AGREEMENT shall be maintained by the CONTRACTOR and be subject to inspection for at least one (1) year after the competition of the AGREEMENT.

SECTION 5. Insurance Requirements

During the term of this AGREEMENT, the CONTRACTOR shall be required to maintain Workmen's Compensation, Vehicle Liability and other insurance as required by CITY ordinance and Missouri state law.

SECTION 6. Appeals

Christopher Young, or his designee, shall serve as the CITY'S representative in all matters concerning the administration of this AGREEMENT. Any disputes concerning the legitimacy of charges under this AGREEMENT may be appealed to the CITY'S representative who shall be authorized to resolve them. Nothing in this provision shall preclude any party from appealing any decision of the CITY'S representative to a court of competent jurisdiction.

SECTION 7. Performance Requirements

The CONTRACTOR shall be required to:

- A. Comply with all of the terms and conditions of this AGREEMENT.
- B. Employ only properly trained employees to perform the duties required by this AGREEMENT so that the services performed under this AGREEMENT can be done in a safe, efficient, effective and timely manner.

SECTION 8. Licensing Requirements

If required by the nature of the bid, the CONTRACTOR must maintain a current occupational license to conduct such a business and if licensing is required must employ licensed employees.

Section 9. Contractor Schedule of Fees

The CONTRACTOR agrees that the following schedule of fees shall be the maximum amount which the CONTRACTOR may charge for the Emergency Medical Services Continuing Education provided by the CONTRACTOR as set forth in this AGREEMENT. The only exception to the below schedule is as described in Section 3.

\$12,000 annually for twelve (12) consecutive months of service payable quarterly in the schedule listed below:

January 2026	\$3,000
April 2026	\$3,000
July 2026	\$3,000
October 2026	\$3,000
January 2027	\$3,000
April 2027	\$3,000
July 2027	\$3,000
October 2027	\$3,000
January 2028	\$3,000
April 2028	\$3,000
July 2028	\$3,000
October 2028	\$3,000

This AGREEMENT, herein called the "Agreement for Emergency Medical Continuing Education Units" is made this ____ day of _____, 20____, between the City of Liberty, Clay County, Missouri and the Central Jackson County Fire Protection District.

IN WITNESS WHEREOF: The Parties have executed this AGREEMENT as of the above day and date written above.

ATTEST:

CITY.OF LIBERTY, MISSOURI

City Clerk

Mayor

By: 

CJCFPD Chief Fire Executive



**CITY COUNCIL
ACTION REPORT**

Meeting Date: August 11, 2025

A/R No.: 2025-251

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Ordinance approving an agreement with Life Scan to provide annual Fire Department physicals in an amount not to exceed \$28,620.00

Summary:

- Provide Physicals that include NFPA 1582 standard for Fire Department Personnel

Background:

The Fire Department is continuously looking for opportunities to improve the health and wellness of its members; and this year the department, with labor management, are continuing the rotation of department physicals required by the standards set forth in the current Collective Bargaining Agreement.

Section 2 - "Physical Examinations"

"A health and wellness committee comprised of members from both the Employer and Union shall be established to determine local standards for firefighter wellness, mandatory physicals and fitness standards in accordance with NFPA 1582, 1583 and the IAFF/IAFC Joint Labor Management wellness/fitness initiative."

The Fire Department continues to review multiple physicals each year from different vendors and, after thorough review, the department still finds that Life Scan provides the most comprehensive physical, the most in-depth blood and cancer screenings as well as the required NFPA 1582 physical. Life Scan allows the department to meet the intent of the collective bargaining agreement and provides the members of the department with the most comprehensive look at their overall health and wellness along with providing recommendations for improvements to their health.

This year, according to the standards set forth in the CBA, members that are 18–30 years old and those that are 41 years and older will be scheduled for the physical, which is 36 members, at a cost of \$795.00 per physical.

Staff recommends Life Scan to complete department physicals in the amount not to exceed \$28,620.00.

Previous Action (if applicable):

Previously utilized Life Scan for the 2020, 2021, 2022, 2023 and 2024 physicals for the department.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight	Completed/Recommended:

Committee	
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 100-55014-300-000000	Amount: \$28,620.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance approving an agreement with Life Scan
2. Liberty Fire, 2025 Agreement (Signed)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT WITH LIFE SCAN TO COMPLETE
FIRE DEPARMTENT PHYSICALS IN AN AMOUNT NOT TO EXCEED \$28,620.00

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County,
Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves
an agreement by and between the City of Liberty and Life Scan Wellness Centers to
provide up to thirty-six Fire Department physicals for the year 2025 in an amount not to
exceed TWENTY-EIGHT THOUSAND SIX HUNDRED AND TWENTY DOLLARS
(\$28,620.00), said agreement being incorporated herein by reference and available for
review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes
the Mayor to sign the agreement described in Section I of the ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the
City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2025.

GREG CANUTESON, MAYOR



2025 Department Scheduling And Additional Testing Agreement

DEPARTMENT INFORMATION

2025-25

Liberty Fire Department

Billing Address

200 W. Mississippi Street
Liberty, MO 64068

Life Scan Base Price: \$680.00

Invoices POC

Name:

Email:

Scripts, Schedule & Roster POC

Chief Chris Young

(O)

(C) 816-518-0372

cyoung@libertymo.gov

BLOOD DRAW INFORMATION

X Self Draw

Send Blood Draw Supplies in August

Centrifuge Needed? ☐ Yes ☐ No

Members who do not participate in the on-site blood draws will need to bring their script to a local Lab Corp. For accurate results, blood draws need to be performed between 45 days and 10 days prior to scheduled physicals. ***Reminder, members need to fast 10 hours prior to blood draw***

Supply Shipping Address

200 W. Mississippi Street
Liberty, MO 64068

PHYSICALS INFORMATION

Members: 51

Total Days: 10

Set-Up: 7:30 am

Start: 8:30am

Dates of Physicals

Mon, Sep. 22 – Fri, Sep. 26

Mon, Sep. 29 – Fri, Oct. 3

Location for Physicals

200 W. Mississippi Street
Liberty, MO 64068

Requirement for Physicals:

3 private rooms (10 x 10 is sufficient), one room needs to have a treadmill with at least a 15% incline. Each room should have a trash can and a small table and two chairs if possible.

Our staff will need to connect to the WiFi to chart findings during the exam. If your WiFi requires a password to gain access, please provide it here.

WiFi Password:

If WiFi is not provided, a \$20 fee per day is applicable.

*****Agreement must be signed and returned a minimum of 60 days prior to scheduled physicals. If dates of physicals are not confirmed a minimum of 60 days prior to, Life Scan Wellness reserves the right to release the dates.*****

ADDITIONAL LABS AND TEST: Check if you agree to additional test/labs

Yes	Test/Lab	Price	QTY	Notes
X	FFD			Send to Chief Young
X	ADV Cancer Markers	\$115	51	
	Base Price	\$680		
	Per Member	\$795		

CLIENT AGREEMENT:

As an authorized representative, I have reviewed and agree to these terms, dates, additional tests, labs, and pricing.

Representative Name and Title

Representative Signature

Jennifer Connelly – Administrative Director
Life Scan Representative Name and Title

07/29/2025

Signed Date



LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes



**CITY COUNCIL
ACTION REPORT**

Meeting Date: August 11, 2025

A/R No.: 2025-255

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: Ordinance of the City of Liberty, Missouri adopting a procedure for considering redevelopment plans and tax abatement or exemption pursuant to Chapter 353 of the revised statutes of Missouri

Summary:

This ordinance will allow the City of Liberty to approve redevelopment plans that allow for the redevelopment of blighted areas within the City and the granting of tax abatements and exemptions to encourage such developments.

Background:

The Chapter 353 program was active from 2015 until its expiration in 2024. In 2025, we initiated the deactivation process for the Chapter 353 Redevelopment Area, which included the completion of a blight study finalized in April 2025. We have been collaborating with Gilmore Bell to develop the necessary legal documentation to renew the program.

Chapter 353 of the Revised Statutes of Missouri, also known as The Urban Redevelopment Corporations Law, empowers the City to approve redevelopment plans through ordinance. These plans facilitate the redevelopment of blighted areas within the City and permit the granting of tax abatements and exemptions to incentivize such redevelopment. It is important to note that any tax abatement or exemption authorized by the City Council under Chapter 353 will not become effective until the City Council conducts a public hearing to consider the proposed redevelopment plan and associated tax abatement or exemption.

The Liberty Municipal Redevelopment Corporation (LMRC) serves as a recommendation board. The LMRC reviews and approves residential projects that do not require presentation to the City Council. Commercial projects are also reviewed and voted on by the LMRC, with a recommendation then forwarded to the City Council. Following approval by the LMRC, projects are publicly noticed for ten days before the City Council meeting, at which point the redevelopment project is voted upon.

Previous Action (if applicable):

The original redevelopment plan was established for a ten-year period, from 2015 to 2024, and includes both commercial and residential properties located within our downtown and historic districts.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:

Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance of the City of Liberty adopting a procedure for the Chapter 353 program

Document No. _____

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF LIBERTY, MISSOURI ADOPTING A PROCEUDRE
FOR CONSIDERING REDEVELOPMENT PLANS AND TAX ABATEMENT
OR EXEMPTION PURSUANT TO CHAPTER 353 OF THE REVISED
STATUTES OF MISSOURI

WHEREAS, Chapter 353 of the Revised Statutes of Missouri, known and referred to as The Urban Redevelopment Corporations Law ("Chapter 353"), authorizes the City to approve, by ordinance, redevelopment plans that allow for the redevelopment of blighted areas within the City and the granting of tax abatements and exemptions to encourage such redevelopment;

WHEREAS, no tax abatement or exemption authorized by the City Council under Chapter 353 can become effective until the City Council conducts a public hearing to consider a proposed redevelopment plan and such tax abatement or exemption;

WHEREAS, prior to the public hearing, the City Council must furnish to the political subdivisions whose boundaries for ad valorem taxation purposes include any portion of the property to be affected by tax abatement or exemption: (1) notice of the scheduled public hearing and (2) a written statement of the impact on ad valorem taxes such tax abatement or exemption will have on the political subdivisions;

WHEREAS, Section 353.110.3 of the Revised Statutes of Missouri provides that such notice and written statement shall be as provided by local ordinance before the public hearing; and

WHEREAS, the City Council now desires to establish its procedures to provide the notice and written statement as required by Section 353.110.3 of the Revised Statutes of Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI, AS FOLLOWS:

Section 1. Notice Provisions. Not less than ten (10) days before a public hearing to consider a redevelopment plan that provides for tax abatement or tax exemption pursuant to Chapter 353 of the Revised Statutes of Missouri, the City shall mail or otherwise deliver to each political subdivision whose boundaries for ad valorem taxation purposes include any portion of the property to be affected by a redevelopment plan:

ORDINANCE NO. _____(CONT.)

A. Notice of the scheduled public hearing, which shall include, but is not limited to:

- (1) the time, date and place of the public hearing, and
- (2) a statement that all interested persons and all political subdivisions will have the opportunity to be heard on such grant of tax abatement or exemption.

B. A written statement of the impact on ad valorem taxes such tax abatement or exemption will have on the political subdivisions, which shall include an estimate of the amount of ad valorem tax revenues of each political subdivision which will be affected by the proposed tax abatement or exemption, based on the estimated assessed valuation of the real property involved as such property would exist before and after it is redeveloped.

Section 2. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: August 11, 2025

A/R No.: 2025-253

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance amending Ordinance No. 12095 approving a change order with Inco USA, LLC for the City of Liberty Project 25-002 2025 concrete flatwork replacement project, increasing the contract amount by \$9,476.98 from an amount of \$186,085.26 to \$195,562.24

Summary:

- Approve a final Ordinance amending Ordinance No. 12095
 - Adjusting the contract from the current contract amount of \$186,085.26 to a final total of \$195,562.24

Background:

The 2025 concrete flatwork replacement project for the amount of \$186,085.26 was awarded to Inco USA, LLC, on April 28, 2025 (Ordinance No. 12095). The project involved the following concrete flatwork and included 46 ADA ramps, over 4,200 square feet of sidewalk and more than 400 linear feet of curb and gutter:

- Immediately adjacent to the selected streets being restored as part of the 2025 Street Maintenance Pavement Restoration Project;
- Adjacent to or serving Liberty Public Schools; and
- Along the West side of Main St. from Mississippi St. to 502 N. Water St.

This action increases the contract amount by \$9,476.98 from \$186,085.26 to \$195,562.24. This amendment is required to reconcile all line item costs from estimated quantities to final installed quantities.

Staff recommends approval of an Ordinance amending Ordinance No. 12095, establishing a contract with Inco USA, LLC, for the 2025 Concrete Flatwork Replacement Project, by increasing the contract amount by \$9,476.98 from \$186,085.26 to \$195,562.24.

Previous Action (if applicable):

- Citizen Sales Tax Oversight Committee recommendation on April 10, 2025
- Contract with Inco USA, LLC approved on April 28, 2025 (Ordinance 12095)

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: 04/10/2025
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Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item: 351-70023-201-000000	Amount: \$195,562.24
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance amending Ordinance No. 12095 approving a change order with Inco USA, LLC
2. Change Order Final

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 12095 APPROVING A CHANGE ORDER WITH INCO USA, LLC FOR CITY OF LIBERTY PROJECT 25-002 2025 CONCRETE FLATWORK REPLACEMENT PROJECT INCREASING THE CONTRACT AMOUNT BY \$9,476.98 FROM AN AMOUNT OF \$186,085.26 TO \$195,562.24

WHEREAS, on April 10, 2025 City Council approved Ordinance No. 12095 approving a contract between the City of Liberty and Inco USA, LLC, in an amount of \$186,085.26 with authorization to spend up to \$203,302.00;

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby amends Ordinance No. 12095 approving a contract by and between the City of Liberty and Inco USA, LLC for the 2025 Concrete Flatwork Replacement Project by increasing the contract amount from ONE HUNDRED EIGHTY SIX THOUSAND EIGHTY FIVE AND 26/100 DOLLARS (\$186,085.26) to a final contract amount of ONE HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED SIXTY TWO AND 24/100 DOLLARS (\$195,562.24) thereby providing a final change order and contract line item quantity reconciliation. A copy of said amendment being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the amendment as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

Contract Change Order

Project Title	2025 Concrete Flatwork Replacement	Contractor	INCO USA, LLC
Project Number	25-002	Contact	Hector Tabora
Change Order Number	2	Phone	9133336020
Date Submitted	Jul 31, 2025 1:52 PM	Address	1205 Ott Street Olathe, KS 66061
Date Approved	Jul 31, 2025 3:35 PM		
Page	1 of 2	Email	htabora@inco-usa.net

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

Bid Item Changes

1] ADA Curb Ramp Removal and Replacement. Contract Qty: 31.00, Actual Qty: 35.50 / Additional 4.5 EA @ \$1884.11 = \$66,885.91

2] Sidewalk Removal & Replacement (4")**. Contract Qty: 3100.00, Actual Qty: 2394.00 / Additional -706 SF @ \$10.11 = \$24,203.34

3] Curb and Gutter, Removal & Replacement**. Contract Qty: 310.00, Actual Qty: 593.00 / Additional 283 LF @ \$50.35 = \$29,857.55

4] ADA Curb Ramp Repair. Contract Qty: 5.00, Actual Qty: 4.00 / Additional -1 EA @ \$2242.16 = \$8,968.64

New Line Items

2] Sidewalk Removal & Replacement (4")**. Contract Qty: 500.00, Actual Qty: 96.00 / Additional -404 SF @ \$12.74 = \$1,223.04

3] Curb & Gutter, Removal & Replacement**. Contract Qty: 50.00, Actual Qty: 18.00 / Additional -32 LF @ \$131.75 = \$2,371.50

New Line Items

1] ADA Curb Ramp Removal and Replacement. Contract Qty: 5.00, Actual Qty: 6.00 / Additional 1 EA @ \$1962.65 = \$11,775.90

2] Sidewalk Removal & Replacement (4")***. Contract Qty: 1540.00, Actual Qty: 1713.00 / Additional 173 SF @ \$11.31 = \$19,374.03

3] Curb and Gutter, Removal & Replacement***. Contract Qty: 230.00, Actual Qty: 62.00 / Additional -168 LF @ \$48.00 = \$2,976.00

4] Mud-Jacking. Contract Qty: 635.00, Actual Qty: 0.00 / Additional -635 SF @ \$10.06 = \$0.00

New Line Items

By this change, time of completion and/or price adjustment is:

Time Extension: Yes ☐ No ☒

If yes, # of days: 0

☐ The agreed Lump Sum price for this change order work is

☒ The agreed cost for the Extra Work above will not exceed \$-6,548.06

☒ By Contract Unit Price

☐ By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$-6,548.06

Time Adjustment: 0 days

Cost this Change Order	\$-6,548.06	Statement of Contract Time	Days	Date
Estimated or Exact	Estimated	Date of Notice to Proceed		05/19/2025
Original Contract Price	\$186,085.26	Original Contract Days	101	
Total of all Approved Changes	\$16,025.03	Computed Date of Completion		08/27/2025
Orders including this CCO	\$9,476.98	Time Extension Days this CCO	0	
% of Original Contract	5.1	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$195,562.24	Extended Date of Completion		08/27/2025

Approved By:

1] Joshua Martinez, Capital Projects Engineer - Jul 31, 2025 @ 1:52 PM

2] Hector Tabora, Owner - Jul 31, 2025 @ 3:35 PM

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Hector Tabora, Owner - Jul 31, 2025 @ 3:35 PM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.

Mayor, Greg Canuteson



CITY COUNCIL ACTION REPORT

Meeting Date: August 11, 2025

A/R No.: 2025-254

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Resolution accepting the 2025 concrete flatwork replacement project
with Inco USA, LLC

Summary:

- Approve a Resolution accepting the 2025 concrete flatwork replacement project and authorizing final payment to Inco USA, LLC

Background:

The 2025 concrete flatwork replacement project for the amount of \$186,085.26 was awarded to Inco USA, LLC, on April 28, 2025 (Ordinance No. 12095).

The project involved concrete flatwork at the following locations:

- Immediately adjacent to the selected streets being restored as part of the 2025 street maintenance pavement restoration project;
- Adjacent to or serving Liberty Public Schools; and
- Along the West side of Main St. from Mississippi St. to 502 N. Water St.

All contract work has been completed by Inco USA, LLC in accordance with City standards, specifications and contract requirements. This action accepts the 2025 concrete flatwork replacement project, thus allowing release of retainage which has been held per the project contract.

Staff recommends acceptance of a Resolution accepting the 2025 concrete flatwork replacement project as completed by Inco USA, LLC, thereby authorizing the release of all retainage.

Previous Action (if applicable):

- Citizen Sales Tax Oversight Committee recommendation on April 10, 2025
- Contract with Inco USA, LLC approved on April 28, 2025 (Ordinance 12095)

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: 04/10/2025
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:

Other:	Completed/Recommended:
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Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Resolution accepting the 2025 concrete flatwork project

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE 2025 CONCRETE FLATWORK REPLACEMENT
PROJECT WITH INCO USA, LLC

WHEREAS, the project has been completed by Inco USA, LLC and

WHEREAS, the project has been constructed in accordance with the plans and specifications of the City of Liberty;

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby accept the 2025 Concrete Flatwork Replacement Project (#25-002);

PASSED by the City Council of Liberty, Clay County, Missouri, this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK